VOL. L., No. 8.
The Solicitors' Journal.
LONDON, DECEMBER 23, 1905.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

Current Topics.

Lord Justice Mathew.

WE LEARN, with great regret, that there is no probability of the return of Lord Justice MATHEW to the bench, and that the appointment of a successor may be expected before the next sittings. There are indeed rumours that the post has been for sometime promised as part of the arrangements for the division of spoils.

Fictitious Names.

THE DISCOVERY that the late Mr. WILLIAM SHARP was the real author of a number of works purporting to be written by "Fiona Macleod" has been the cause of some discussion in the newspapers as to the propriety of writing under an assumed name. The reasons which induce different persons to conceal their identity are not always easy to discover. Actors and actresses appear to find it necessary to assume a surname rather more euphonious and less prosaic than that which is theirs by inheritance, and those who are taking their first steps in a literary career and are doubtful as to their success may be excused for wishing to conceal their identity. And it would seem that the law places no difficulty whatever in the way of an anonymous writer. It is well settled that individuals may carry on trade under any name they choose to adopt. The Bills of Exchange Act, 1882, s. 23, is only affirming this law when it enacts that, where a person signs a bill in a trade or assumed name, he is liable thereon as if he had signed it in his own name. An official in one of the Government offices, or a member of one of the learned professions, may think it prudent, in offering a poem or novel for publication, to describe himself by a Christian and surname wholly unlike those by which he is generally known. And if he is fortunate enough to have his work accepted by some magazine or periodical and to receive a cheque payable to the fictitious person, he may safely endorse the cheque and sign a receipt with the name which he has assumed. We are informed that this was the course adopted by Mr. SHARP, who indorsed the cheques which he received for the fictitious lady's work with her name, and had no difficulty in preserving his anonymity.

Escape of Political Refugees in a Foreign Ship.

IN THE memoirs of Dr. THOMAS EVANS, containing recollections of the Second French Empire, which have just been published,

Mr. EVANS relates how he accompanied the Empress EUGENIE in her flight from Paris in 1870, and how, upon their arrival at Deauville, he met Sir JOHN BURGOYNE, whose yacht was in the port, and asked for his assistance in conveying the Empress to England. Mr. EVANS says that Sir JOHN at first refused to receive the Empress on board his yacht, and, although he finally consented to do so, he referred more than once to the unfortunate consequences which her presence on board might have for him. It is difficult to imagine what these unfortunate consequences could have been. It has always been the custom for a ship in a foreign harbour to receive political refugees, or persons charged with political offences, on board, and to assist them in escaping from their country. If any such person succeeds in getting on board a foreign ship, it would be contrary to all precedent if an attempt were made by the local authorities to arrest the vessel for the purpose of preventing the escape of the fugitive. It must also be remembered that the Empress had not been charged or convicted in any competent court of any offence, political or otherwise, and that great indulgence would always be extended to a foreigner who offered his hospitality to one of the chiefs or permanent members of a government which had been overturned by revolution. English men-of-war have before now been sent to foreign ports for the purpose of receiving those who have been displaced from authority by violence—in case a refuge were needed.

Chancery Barristers in the House of Commons.

THE NEW Ministry in selecting its Lord Chancellor and Crown Officers from the common law bar has only followed the example of previous governments, and we are left to ascertain the principal reasons for this preference. Men of learning and ability are always to be found among the leaders of the Chancery Division, and having regard to the different matters upon which the Crown requires legal advice, it must always derive benefit from the immediate assistance of one whose experience has been in the Chancery courts. What, then, is the cause of this exclusion of Chancery practitioners from some of the greatest prizes of the profession? In a conversation which we had recently with one who, though not a lawyer, had many years' experience of the House of Commons, he gave his opinion that a Ministry would always obtain more assistance in the House from common law, than from Chancery, barristers, inasmuch as the former were more "rough and ready" than the latter. And we could not help thinking that there is something in the life and experience of a Chancery leader which increases the difficulty which every lawyer must experience when he first commences his career in Parliament. The habit of practising day after day before the same judge, and of paying exclusive attention to his moods and sympathies, cannot be considered likely to assist any one who leaves Lincoln's-inn for so large and varied an assembly as the House of Commons. A member of the common law bar, on the other hand, has experience of a varied kind, before different judges and different juries, and if he has practised at quarter sessions, some knowledge of the best way of bringing country gentlemen to adopt his view of a question. It is unnecessary to say that men of remarkable ability, like the late Lord CAIRNS, do not appear to suffer from obstacles which are calculated to interfere with the success of those who are less gifted.

The Son that Would Stay at Home.

IT IS refreshing to come across so novel an application as that made recently to BUCKLEY, J., by a father for an injunction to restrain his son from living with him. The son, who was thirty-four years of age, had been trained as an architect, but he refused to do any work, and insisted on living in his father's house. The father's patience was exhausted, and he appealed to the court to help him. There have, of course, been innumerable cases in which a father has invoked the help of the court to enforce his rights over his infant children. The most notable case of recent times in which such rights have been in question was, perhaps, *Agar-Ellis* v. *Lascelles* (24 Ch. D. 317), where it was held that a father has a legal right to control the education and bringing-up of his children until they attain the age of twenty-one years, and this right will only be interfered with for reasons which shew the father's unfitness to exercise it. But because the father has such right up to the age of twenty-one years, it does not follow that, upon the child passing that age, he is entitled to wash his hands of him and treat him as a stranger. In the opinion of BUCKLEY, J., a father cannot divest himself of his duty to his son, nor can he invoke the assistance of the court for the purpose of banishing the son from his house. An injunction would mean that the father might apply to have his son committed to prison if he dared to come near his house. The learned judge recognized that special circumstances might arise which might justify the father in taking the extreme step of excluding his son. He might have duties to others as well as the son, and in the interest of others such a step might be necessary. But this was not the case before him. All that appeared was that the son would not abandon the paternal fireside and fare forth into the cold world, and the court declined to assist the father in ejecting him.

The Mixed Court at Shanghai.

THE CHINESE riots in the International Settlement at Shanghai will be considered with great interest by those who are acquainted with the curiously anomalous jurisdiction which the Government of China has granted to foreign Powers whose subjects are resident in that prosperous city. By virtue of extra-territorial clauses in various treaties, all foreigners, subjects of any treaty Power, are exempted from the jurisdiction of the Chinese authorities, and made justiceable only before their own officials. It was quite recently stated that there were fourteen distinct courts sitting side by side, each administering the law of its own nationality. There is also the Mixed Court, a decision of which is said to be one of the causes of the outbreak among the Chinese. The Mixed Court is a Chinese court in which a foreign assessor sits with the Chinese judge in cases where any of his own nationality are interested as plaintiffs. The course of procedure in the different courts is that a defendant must always be sued in the court of his own nationality. In criminal cases, for the British, English law alone prevails, and they can only be tried and punished in the British court. In the same way, Frenchmen can only be tried in the French court, and so on for every nationality. In civil cases, where both parties are of the same nationality, there is no difficulty, but in cases involving cross-actions with mutual accounts, as, for example, between an Englishman and a German, the case may be brought into either the British or the German court according as the initiative is taken by the German or the Englishman. It remains to be observed that in the area set apart for the residence of English, Americans, and Frenchmen the local municipal control is in the hands of these foreigners, who tax themselves voluntarily and lay out the money without any interference by the Chinese authorities. One can scarcely be surprised to hear that this jurisdiction has caused some discontent among the native population, but the foreign courts seem likely to continue so long as Shanghai forms part of the territory of China.

Entertainment at Public Expense.

IT IS common knowledge that a large part of the local government of England is administered by persons who receive no remuneration for their services. The only symptom of any rebellion against this institution is to be found in the fact that in many cases the unpaid officials are in the habit of arranging ceremonial dinners and banquets and defraying the cost of them out of the funds placed under their charge. The auditors of the Local Government Board have done their best to repress this tendency, which does not appear to be confined to this country, but occurs also on the other side of the Atlantic. In the recent case of *Russ* v. *The Commonwealth* (210 Pennsylvania Rep. 544) it appeared that the Senate and House of Representatives of Pennsylvania had passed a resolution that they would attend as a body at the dedication of the monument erected in memory of General GRANT at New York, and that "all matters pertaining to such attendance be referred to the committee on military affairs of the Senate and the House." This committee entered into a contract with a caterer to furnish two meals, with wine and cigars, to the legislative party on the day of the dedication. The meals were furnished in accordance with the

agreement, and the question was whether the State was liable to pay the amount charged for them. It was not disputed that, by virtue of the powers of taxation possessed by the State Legislature, they had unlimited power to expend the public money except so far as this power was restrained by public ordinance, but it was contended that the contract for the entertainment was not warranted by the terms of the resolution. The court, however, by a majority, held that the proper entertainment of the Legislature was not merely incident to its attendance at the dedication, but was necessary, and therefore formed part of the State's expenses in making suitable recognition of the ceremony. Without wishing to criticize this decision, we cannot but think that it would have been better if the resolution had provided in express terms for the cost of the entertainment of the members attending the ceremony.

Stamp Duty on Foreign Conveyances.

THE PROVISIONS of the Stamp Act, 1891, with reference to the payment of duties are, in some cases, specially restricted in their effect, as where, under section 59, *ad valorem* duty is imposed upon contracts made "in England or Ireland," or "in Scotland," for the sale of certain classes of property. But, as a rule, the provisions are general in their nature, and their actual scope has to be determined by reference to section 14, which prescribes the terms upon which instruments not duly stamped can be given in evidence. These terms are contained in the first three sub-sections, and then sub-section 4 provides that "save as aforesaid, an instrument executed in any part of the United Kingdom, or relating, wheresoever executed, to any property situate, *or to any matter or thing done or to be done, in any part of the United Kingdom*, shall not, except in criminal proceedings, be given in evidence, or be available for any purpose whatever, unless it is duly stamped." In the recent case of *Maple & Co. (Paris) (Limited)* v. *Commissioners of Inland Revenue* (reported elsewhere) it was attempted to give to the words "any matter or thing done or to be done in any part of the United Kingdom" a novel application. An instrument in French, known as an *acte d'apport*, had been executed by MAPLE & Co. (Limited), whose registered address was in London, and MAPLE & Co. (Paris) (Limited), whose registered address was also in London. It was executed by both parties in France, and the effect was to convey to the Paris company the effects of the Paris branch of the parent company's business. The consideration was the allotment to the parent company of 72,000 £1 shares in the Paris company, apportioned between the moveable and immoveable property, and the instrument stated that these shares were not yet issued, but that they would be issued and delivered in England to the parent company. It was contended by the commissioners that the issue and delivery of the shares was a matter to be done in the United Kingdom, and that the instrument, although neither executed in the United Kingdom nor relating to property situate there, was nevertheless liable to *ad valorem* duty as a conveyance. But WALTON, J., took the view that the matter to be done in the United Kingdom which will make the instrument chargeable as a conveyance must be something essential to its operation as a conveyance. This was not so with the issue of the shares. The consideration is an essential element of a contract, but the instrument was not chargeable as such; and treating it simply as a transfer of property, the statement of the consideration was unnecessary. Hence the inclusion in the deed of the consideration, and the manner in which it was to be satisfied, did not attract *ad valorem* duty.

Juries and Railway Companies.

FOR SEVENTY years railway companies have been considered fair game for the attacks of unscrupulous persons ready to invoke the aid of the law in order to extort money by unfair means. Jurymen, who hold the scales of justice with so much fairness between man and man, act very differently when the question is between man and company. Hence the courts of justice are made engines for forcing money out of railway companies by many persons of very varying degrees of moral obliquity. Every day we hear of the case of the man who has really received some slight injury through the negligence of a company, but who unconscientiously exaggerates his damages in the most extravagant way. Then there is the man who has been hurt by his own negligence, but who trusts to the well-established bias of juries in grasping at any shadow of an excuse for charging the company with negligence. Hundreds of such claims are settled by the companies in full knowledge of their unfairness, for the chance of a verdict in their favour is generally small, and even if they win they often get no costs out of a defeated plaintiff, so that a victory may be more expensive than a moderate settlement. The law reports teem with cases in which railway companies have tried in vain to get verdicts set aside which have been found against them on the flimsiest evidence of negligence. Where there was the slightest evidence of negligence proper to have been left to the jury, the judges have usually, and quite properly, refused to interfere, for as long as trial by jury exists, findings of fact by a jury must not lightly be disturbed. But there is another class of claim against railway companies of which we have an example every now and then, though they are comparatively rare. These are cases where the plaintiff has been injured in some way, but not by any kind of fault on the part of the company, as he well knows. One of the most astounding cases of the sort ever heard in the courts of this country was tried recently at the Cardiff Assizes. The plaintiff had undoubtedly lost both his feet through being run over by a train. His case was that he had fallen out of a train through the door not being properly fastened, and had then been run over by another train. The company, however, set up the startling defence that he had never been in the train from which he said he had fallen, but had deliberately placed his legs on the rail and allowed a train to take off his feet in order to get money from insurance companies and heavy damages from the company. Such a defence could not succeed unless supported by overwhelmingly strong evidence. Not only had the company to contend with the ordinary bias of a jury in favour of the injured individual, but they had to put forward a story utterly improbable on the face of it. Nevertheless, after one jury had disagreed, a second jury found a verdict in favour of the company. Probably this case is unique. The inflexible determination of such a man is almost inconceivable. But, having had the courage to perform such a deed, perhaps the most surprising thing of all is that he failed in his purpose.

Bank of England Verification of Stock Inscription.

THE EXACT worthlessness of a stock receipt, which was recently elaborated by FARWELL, J., in considering, in *Shepherd* v. *Harris* (53 W. R. 570; 1905, 2 Ch. 310), the question of the liability of a trustee for not attending personally at the bank of inscription, and accepting a transfer, appears at last to have appealed successfully to the authorities of the Bank of England. The anomalous position of a holder of inscribed stocks was forcibly pointed out by a correspondent, and commented on, in the SOLICITORS' JOURNAL of the 17th of June last, and various remedies were suggested. The customary note on the face of a stock receipt—"The proprietors, to protect themselves from fraud, are recommended to accept, by themselves or their attorneys, all transfers made to them"—has been frequently shewn to be a counsel of perfection; and the custom appears even now to be rather to rely on the stock receipt itself as a certificate (which it is not) than to take it at its own estimate of its value. Its actual value would seem to be this—that, if the person named in it as the transferee attends at the bank with it in his hands, he will be allowed to accept then and there the stock which has been transferred into his name. As it was clear on the evidence in the particular case cited that practically no one ever did this, there was not much difficulty in holding that "the ordinary prudent business man" of *Speight* v. *Gaunt* could not have been expected to have done so. That formal certificates as to inscribed stocks, corresponding with, *e.g.*, certificates of railway stock, are not issued by the banks of inscription, is well known. Even the apparently innocent question from an undoubted stockholder, "How much stock have I," meets with no response except to the effect that it is not the practice of the banks to answer such queries; and, though they will answer "Yes" or "No" if the stockholder asks whether he has a certain named amount, they will not (as a rule) correct his statement if he makes a mistake in his figures, and they expect an applicant to shew himself to be a stockholder, and sometimes also to be introduced by a

broker who is known to them. Recently, however, a convenient practice has been introduced by the Bank of England, whereby, under a simple process, a formal verification can be obtained of all stock accounts kept by them, on a mere written authority, purporting to be signed by the stockholder, or, in the case of a joint account or several accounts, by a stockholder in each account. Printed forms are supplied for the purpose, which must be forwarded to the Chief Accountant at the Bank of England two days before the verification is required, accompanied by a postal order for the requisite fee—viz., 6d. per account, with a minimum of 1s. per certificate. The particulars must be filled in by the applicant, and if there is more than one account, the aggregate total must be shewn at the foot. The certificate is to the effect that at the close of business on the named date the undermentioned amounts of stock were standing in the names against which they are placed. The form will in due course be returned to the desired address with the amounts initialled in red ink by an officer of the bank; with an official stamp as to the payment of the fee; and with the signature of the Chief Accountant. It is probably no more necessary for trustees to obtain such a verification than it is for them to attend and accept a transfer, but it would certainly be convenient that any stockholder, whether a trustee or not, should make it his individual practice to procure so simple and complete a piece of evidence (as it undoubtedly is) that the stock in question is actually inscribed in his name. The verification can be obtained contemporaneously with the original purchase, and is certainly more satisfactory and expeditious than that "restful happiness" which, according the learned judge in the above-cited case, only comes otherwise to an investor in inscribed stock when he has received his first dividend.

Controversies as to the Payment of Money.

An action brought in the Westminster County Court against a metropolitan bank by one of its customers appears to have excited some interest, though no question of law was involved, and the case really turned upon the weight of the evidence. The plaintiff, a dentist, deposed that he paid forty pounds in gold into the bank on a particular day without asking for a receipt, and discovered afterwards that no entry of this payment had been made in his pass-book. The case for the defendants was that the money had never been paid, and no entry of the payment appeared in their books. The case is similar to those where it becomes necessary to set one statement against another, and to determine the matter upon a balance of probabilities. This is no easy task, but the common law takes no account of the difficulty, and leaves the question, like other questions of fact, to be decided by the jury. We believe it was a rule of practice in administration suits that the unsupported statement of an alleged creditor was not received as sufficient proof of the debt, but this rule was not allowed in evidence at *nisi prius*. The Legislature in bastardy cases has recognized the difficulty of deciding between two conflicting statements and requires the evidence of the mother to be corroborated in some material particular. Controversies as to the payment of money are likely, as time goes on, to become less frequent. The practice of making payments by cheque will go on increasing, and there may be a less formal system of giving receipts than that which is now in existence. Shopkeepers who send a mass of small coin to their banks are careful to obtain a receipt, a precaution which ensures them from the chance of any dispute as to the deposit of the money.

Criminal Liability for Keeping a Ferocious Dog.

The Court of Session in Scotland have recently had to consider, in the case of *Dalzell* v. *Dickie*, whether a summary complaint which charged the accused with "keeping and allowing to go at large a ferocious, savage, or vicious dog to the danger of the lieges," with the result that a person was attacked and bitten by it, disclosed what amounted to a criminal offence by the common law of Scotland. The court, while they could understand that the facts alleged might support a civil action for damages, could find nothing on which a criminal liability could be founded. There is no reason to suppose that a different decision would have been given if the case had been governed by English law.

Professional Misconduct.

The Divisional Court recently exercised its jurisdiction to strike a solicitor off the rolls under unusual circumstances: *Re A Solicitor* (*ante*, p. 113). The Discipline Committee, so it was stated, had found that the respondent had since 1902 carried on the business of a bookmaker in a name other than his own, and in the opinion of the committee such conduct was unworthy of a member of the profession. The committee further found that the respondent had sent certain of his circulars "to a minor, a married woman, and a bank manager," and that the manner in which he had distributed his circulars was calculated to incite persons of those classes to indulge in betting, and tended to bring about evils which the Legislature had attempted to suppress. Consequently, the committee found that the respondent had been guilty of professional misconduct within the meaning of the Solicitors Act, 1888. The reference to the bank manager is puzzling. He is not commonly supposed to belong to a class which stands in special need of protection in financial matters. And the reference to the Legislature is perhaps a little unkind. No doubt the Legislature has made attempts to put down betting under certain circumstances, but it can hardly be credited with ever having had any serious desire to deal with that form of social evil effectually. However, all this is immaterial, for the real point is whether the carrying on of the business of a bookmaker is so inconsistent with the honourable prosecution of a solicitor's business as to be a ground for striking him off the rolls.

The point was considered in *Re A Solicitor* (*Times*, 7th Nov., 1902). There the Discipline Committee had found that the respondent had, on giving notice for final examination, stated that he had not been engaged during his articles in any business other than that of clerkship to a solicitor, whereas he was in fact then carrying on the business of a bookmaker, and had since carried on the same business under an assumed name. The court (Wills and Channell, JJ.) were content with the written undertaking of the respondent to abandon the business, but Wills, J., in the course of his judgment said that the business was of a kind that was wholly inconsistent with that which ought to be carried on by a solicitor, and, if it were known, it would make a great difference in the class of clients that would go to him. In the present case the court (Lord Alverstone, C.J., and Lawrance and Ridley, JJ.) took the same view of the character of the business, but they were not content with the offer of an undertaking to discontinue it. They had no doubt as to the correctness of the opinion of the Discipline Committee that for a solicitor to carry on such a business was inconsistent with his being on the rolls, and since the business was actually being carried on, the proper course was to strike him off, leaving him to apply to be restored when the business was discontinued.

The circumstances under which a solicitor can be struck off the rolls for conduct which is not connected with his profession were considered by the Court of Appeal in *Re Weare* (1893, 2 Q. B. 439), where a solicitor had been summarily convicted of allowing houses of which he was the landlord to be used by the tenants as brothels. The authorities were reviewed by Lord Esher, M.R., and he arrived at the conclusion that the offence which rendered a solicitor liable to be struck off the rolls, at all events if a criminal offence, need not be committed by him in his character of a solicitor. "The question," said the Master of the Rolls, "is whether it is such an offence as makes it unfit that he should remain a member of this strictly honourable profession." In the present case the qualification as to the offence being of a criminal nature has been waived, and it has been held to be sufficient that an outside business carried on by a solicitor is so objectionable in its character as to disqualify him for the practice of his profession. The case represents an advance on *Re Weare*, but an advance which the court might be expected to make.

Apart from this question, it is possible that the mode in which the present case was dealt with may create some confusion as to the law with respect to the restoration of a solicitor who has been struck off the rolls. The disciplinary jurisdiction to strike off seems to have been always accompanied with a jurisdiction

to restore to the roll, save in the particular case referred to in section 32 of the Solicitors Act, 1843. Under that section, if a solicitor acts as agent for an unqualified person, or permits his name to be used by such a person, he "shall and may be struck off the roll and for ever after disabled from practising" as a solicitor. In *Re Lamb* (37 W. R. 665, 23 Q. B. D. 477) it was held that such an order striking a solicitor off the roll necessarily carried the consequence that he could never practise again, and hence restoration was impossible. But otherwise there is no bar to restoration, and under Part IV. of the rules to the Solicitors Act, 1888, the application is made by petition to the Master of the Rolls, who may either deal with it himself or refer it to be disposed of by the Divisional Court. In general it would seem that the latter is the correct course. The order restoring the solicitor was made by the Divisional Court in *Re Brandreth* (39 W. R. 687), and the observations in *Re Lamb* (*suprà*) shew that it is proper that the same tribunal which struck the solicitor off the rolls should decide upon his restoration. The difficulty which had been revealed by *Re Lamb* was met by section 1 of the Solicitors Act, 1899, which expressly conferred power on the Master of the Rolls to restore a solicitor who had been struck off under section 32 of the Act of 1843; and section 2 of the same Act directs that section 16 of the Act of 1888 shall apply to solicitors who apply for a fresh certificate to practise after being struck off the rolls; that is, the application is made in the same way as an ordinary application to obtain a certificate which has not been properly renewed; but it is presumed that the solicitor's name must first have been restored to the rolls upon petition as above mentioned. In the present case the Discipline Committee held, as already stated, that the same person could not be at once a solicitor and a bookmaker; but some doubt was at first expressed whether, if he were struck off, he could be restored to the rolls upon ceasing to carry on the obnoxious business. Ultimately it was recognized, apparently on reference to the Solicitors Act, 1899, that there was no such difficulty, and an order was made striking the solicitor off the rolls. In fact, however, that Act only made a substantive change in the case of a solicitor who has been struck off for assisting an unqualified person. For other cases the recent statutes may have affected the practice on restoration, but they have not introduced the possibility of restoration. That has always existed.

A Recent Development of the Doctrine in *Tulk* v. *Moxhay*.

The decision of Mr. Justice Farwell in *Re Nisbet and Potts' Contract* (1905, 1 Ch. 391) seems to establish three propositions—viz., (1) that a restrictive covenant creates an equitable interest in the property which is the subject-matter of the covenant; (2) that a disseisor without notice or collusion takes subject to this equitable interest; and (3) that a purchaser from a disseisor has constructive notice of the title prior to the disseisin—*i.e.*, prior to the time when the disseisor first went into possession. Each of these propositions seems to be open to argument.

The doctrine laid down by *Tulk* v. *Moxhay* has, according to Lord Lindley in a recent case, "often lately been relied upon as going much further than it does" (1902, A. C., at p. 36). Unfortunately Lord Lindley does not give any indication of the true limitations of the doctrine. In the principal case Lord Cottenham twice speaks of the restriction as "an equity attached to the property by the owner" (2 Ph., at pp. 778 and 779), but it cannot clearly be gathered from the judgment whether the burden of the covenant attaches in equity to the property or whether the covenant merely binds the assignee as affecting his conscience. *Dicta* may be cited in support of either explanation of the doctrine. In *London and South-Western Railway Co.* v. *Gomm* (20 Ch. D. 583) Jessel, M.R., treated the covenant as an "equitable burden" which could only be defeated by a purchaser acquiring the *legal estate* for value without notice. "If the purchaser took only an equitable estate, he took subject to the burden, whether he had notice or not." As a necessary corollary to this proposition, the learned judge held that a restrictive covenant, like an easement, was an *exception* to the rule against perpetuities. On the other hand, Kay, J., in *Mackenzie* v. *Childers* (43 Ch. D., at p. 279), does not treat a restrictive covenant as an *exception* to the rule against perpetuities, but as not coming within the rule, apparently on the ground that it did not create an interest in land; and this would seem to have been the view of the Privy Council in *McLean* v. *McKay* (L. R. 5 P. C. 336, 337). It is curious that only three months after his judgment in *Gomm's case* we find Jessel, M.R., laying down that a restrictive covenant cannot with propriety be called an incumbrance. "Such covenants do not run with the land, but are enforceable in equity against anyone who buys with notice of them": see *Cato* v. *Thompson* (9 Q. B. D., at p. 618). This seems to imply that the burden is imposed, not on the land, but on the conscience of the purchaser. The court of equity, according to Cotton, L.J., restrains the purchaser "on the ground that he is dealing with the land *inequitably*": see *Fairclough* v. *Marshall* (4 Ex. D. 48), and in a later case the Lord Justice stated the real principle to be that "an equity attaches to *the owner of the land*": see *Hayward* v. *Brunswick Building Society* (8 Q. B. D., at p. 409). If the *dictum* in *Gomm's case* be correct, it follows that the purchaser of an equity of redemption would be bound by a covenant of which he had no notice, actual or constructive. There does not seem to be any authority on this point. All the judges who decided the case of *Nottingham Patent Brick Co.* v. *Butler* (16 Q. B. D. 778) seem to have assumed that "when once there has been a purchase for value without notice of the restrictions, the restrictions are gone," and no reference is made to the legal estate being an essential. The *dicta* of Sir George Jessel in *Gomm's case* have, however, been cited with approval by the Court of Appeal in *Rogers* v. *Hosegood* (1900, 2 Ch. 388) and by Vaughan Williams, L.J., in *Formby* v. *Barker* (1903, 2 Ch., at p. 552), and may, therefore, be assumed to be correct.

Assuming that a restrictive covenant does create an equitable interest in land, we come to the second proposition, viz., that a disseisor takes subject to this equitable interest.

The burden imposed by a restrictive covenant would seem to be *sui generis*, and therefore any analogy is apt to be misleading. Farwell, J. (1905, 1 Ch., at p. 400), following in this respect Sir George Jessel, compares the burden to an easement. Now, easements created by grant or prescription are incorporeal hereditaments, and being legal interests in land are unaffected by the doctrine of notice. They bear a strong resemblance to covenants running with the land: see Gale, p. 72. It seems clear that a disseisor would take the land subject to a legal easement in the same way that he would take subject to a legal rent-charge, or in the case of copyholds to the paramount rights of the lord of the manor. There may, however, be an equitable right to an easement resting only on agreement, and not creating any legal interest in the land: see Gale on Easements, p. 58. In such a case the plea of purchase for value without notice is a good defence: see *Leech* v. *Schneider* (9 Ch. 475, 476), *Prosser* v. *Belgravian Estate (Limited)* (W. N. 1896, 39). It is conceived that this equitable easement is the only kind which can correctly be compared to a restrictive covenant. The position of a person claiming an equitable right to an easement seems to resemble the equitable estate of a purchaser under a contract of sale—that is to say, his rights are enforceable against all assignees with or without notice unless they are purchasers for value without notice who have obtained the legal estate: see *Flinn* v. *Fountain* (58 L. J. Ch. 389). There is, however, no reason or authority for supposing that the equitable right to an easement would be binding on a disseisor of the property. It is conceived that an equitable estate created by contract cannot be in a stronger position than an equitable estate created by declaration of trust, and it is clear that when the title of a trustee is extinguished by the Statutes of Limitations the equitable estate of the beneficiary is also extinguished: see *Bolling* v. *Hobday* (31 W. R., at p. 11, Lewin, p. 1104); *East Stonehouse Urban Council* v. *Willoughby* (1902, 2 K. B., at p. 335). The only exception would seem to be the case of an equitable mortgage created prior to the possession of the disseisor. In that case the rights of the equitable mortgagee (if he has been in receipt of interest) are preserved by the Real Property Limitation Act, 1837.

Mr. Justice Farwell apparently argues that, although Headde, the disseisor, acquired the legal estate without notice, yet inasmuch as he was not a *purchaser for value* he was bound by the

restriction. This assumes that a disseisor is in the same position as a voluntary assign of the legal estate. Now a voluntary assign of the legal estate, although *without notice*, of course takes subject to all equities, and is in fact in a worse position than an equitable assignee for value. Thus, although the creditors of the deceased debtor cannot follow the land into the hands of the equitable assign for value of the heir or devisee (*British Mutual Investment Co.* v. *Smart*, 10 Ch. 567), yet in the hands of a voluntary alienee of the legal estate the land is still assets for payment of debts: see *Re Hyatt* (38 Ch. D. 620).

The same principle seems to apply to the case of a lord taking by escheat, notwithstanding that he takes by virtue of his own title paramount: see Lewin on Trusts, p. 271. But the case of a disseisor would seem to be fundamentally different. In a note in Gilbert on Uses (Sugd. ed., p. 429) Lord ST. LEONARDS said: "At this day everyone is bound by a trust who obtains the estate without a valuable consideration, unless, perhaps, the lord by escheat. But persons claiming the legal estate by an actual disseisin, *without collusion with the trustee*, will not be bound by the trust." The doctrine of purchase for value without notice only applies, it is submitted, so long as the estate passes in a manner known to the common law. But the acquisition of the legal estate by a trespasser under the Statutes of Limitations is a statutory innovation whereby the legal estate is determined in a manner unknown to the common law. It is conceived that a mere trespasser is in no case bound by any equity affecting land. The decision in *Mander* v. *Falcke* (1891, 3 Ch. 554), cited by Mr. Justice FARWELL, only amounts to this, that a tenant at will, holding by leave of a person bound by a restrictive easement, and with *express notice* of it, is in the same position as any other tenant. Moreover, the principle upon which *Tulk* v. *Moxhay* was decided does not seem to apply to the case of a disseisin. Lord COTTENHAM laid stress on the fact that the original purchaser bought at a less price because he entered into the covenant. "Nothing could be more inequitable then that the original purchaser should be able to sell the property the next day for a greater price in consideration of the assignee being allowed to escape from the liability which he had himself undertaken." In a much later case (*Hall* v. *Ewin*, 37 Ch. D., at p. 79) COTTON, L.J., based the doctrine upon the same ground. "If a man buys land subject to a restrictive covenant, he regulates the price accordingly, and it would be contrary to equity to allow him to use the land in contravention of the restriction."

Except in the possible case of collusion between the covenantor and the disseisor, it is submitted that a disseisor is not bound by a restrictive covenant.

Assuming, however, that the two first propositions to be deduced from the judgment of FARWELL, J., are correct, it is submitted that the third proposition as to constructive notice is a great extension of the principles laid down in *Patman* v. *Harland* (17 Ch. D. 353) and *Re Cox and Neve* (1891, 2 Ch. 109). The doctrine of constructive notice does not apply to cases where the deed of which notice is sought to be imputed does not form part of the *chain of title* (see Dart's Vendors and Purchasers (6th ed.), at p. 970; *Carter* v. *Williams*, 9 Eq. 678); and it is submitted that where a purchaser takes a title from a disseisor the chain of title begins with the disseisor. A disseisor has neither the custody nor any right to the production of the deeds relating to the prior title. It is to be observed that the reservation in sub-section 2 of section 3 of the Conveyancing Act, 1882, is limited to any instrument under which the purchaser's title *is derived*, and a disseisor not being an assign either in the *per* or *post*, a purchaser from him does not derive his title from any instrument prior to the disseisin. Mr. Justice FARWELL, however, relied on sub-section 1 of this section, and the words "such inquiries and inspections as *ought reasonably* to have been made by him." Lord LINDLEY has said that "ought reasonably" must mean ought *as a matter of prudence*, having regard to what is usually done by men of business under similar circumstances: see *Bailey* v. *Barnes* (1894, 1 Ch., at p. 35). In the words of Lord WESTBURY in *Robson* v. *Flight* (4 De G. J. & S. 615) the purchaser "must have imputed to him the knowledge which on prudent inquiry he would have immediately obtained." This *dictum* was cited with approval by NORTH, J., in *Gainsborough* v. *Watcombe Terra Cotta Co.* (54 L. J. Ch. 994), and it is submitted that the later decision of the same judge in *Re Cox and Neve's Contract* (1891, 2 Ch. 109, at pp. 117, 118) does not carry the doctrine any further. In that case a copy of the deed of exchange containing the restrictions was in the custody of the vendor and must necessarily have been disclosed by a forty years' abstract. Certainly no decision up to now has gone so far as to impute constructive knowledge to a purchaser of an incumbrance the existence of which was unknown to his vendor, or of a deed of which his vendor had no power to obtain the production. In *Patman* v. *Harland* (17 Ch. D. 356) Sir GEORGE JESSEL pointed out that when a deed cannot be got at there is no constructive notice of its contents. The statement in Dart's Vendors and Purchasers (6th ed.), p. 980, that "a purchaser has notice of *all deeds* relating to and forming part of the full title allowed by law and of their contents," is far too sweeping an assertion, and would include the case of the fraudulent suppression by the vendor of an equitable incumbrance. The negative form of section 3 of the Conveyancing Act, 1882, shews that a restriction of the doctrine of constructive notice was intended by the Legislature, and it seems an anomaly that a purchaser should be affected with notice of a deed which neither he, nor anyone through whom he derives title, had any power to inspect.

Reviews.

Divorce.

BROWNE AND POWLES' LAW AND PRACTICE IN DIVORCE AND MATRIMONIAL CAUSES. SEVENTH EDITION. RE-ARRANGED AND RE-WRITTEN. By L. D. POWLES, Barrister-at-Law, District Probate Registrar for Norwich. Sweet & Maxwell; Stevens & Sons.

It is eight years since the last edition was published of this very complete and reliable text-book on divorce law. The new edition is a good deal changed in its arrangement and has been to a considerable extent re-written. It is now divided into two parts, one dealing with the law and the other with the practice. In the part dealing with practice are a large number of forms, which will probably be valued by practitioners at least as much as any portion of the work. These forms are not (as formerly) collected together in the appendix, but each appears in its proper place in the text. We believe the profession will generally agree that the book is improved by these changes. The new edition has been brought well up to date, and will, in our opinion, fully maintain the reputation the work has earned as the standard text-book on this branch of practice. The learned editor, having enjoyed a considerable practice in the Divorce Court, is now a District Probate Registrar, and, therefore, apparently thinks it his duty to make from his retirement a somewhat interesting revelation as to the working of the rules relating to suits *in formâ pauperis*. We express no opinion as to this matter, but merely reproduce the following statement from the preface to the book: "I cannot refrain from making a few observations on a subject that has been on my mind for a long time. For many years before I retired from active practice, circumstances threw in my way an extraordinary number of pauper causes, I suppose no member of the bar was ever engaged in so many. I have no hesitation in saying that two-thirds at least of these were absolute frauds, and that in many cases the litigants who posed as paupers were far better able to pay court fees and a solicitor's bill of costs than some of the other petitioners in the same undefended lists. I do not venture to say that suing *in formâ pauperis* ought to be abolished altogether, but I do respectfully submit that some attempt might be made to confine the privilege to those who really need it. Would it not be possible to require the pauper's affidavit of means to be in some way corroborated? At all events, all pauper causes might be so marked in the printed lists, as was formerly done. No doubt there was some good reason at the time why this practice was abandoned, but it is certain that pauper causes have increased enormously ever since it was given up."

Books of the Week.

Trial of the City of Glasgow Bank Directors. Edited by WILLIAM WALLACE, M.A., Advocate. Sweet & Maxwell (Limited).

Gibson and Weldon's Student's Bankruptcy: Intended as an Explanatory Treatise on the Law and Practice of Bankruptcy. Prepared Specially for the Use of Students, and More Particularly for the Use of Students for the Final (Pass) and Honours Examinations of the Law Society. Fifth Edition. By ARTHUR WELDON and

H. GIBSON RIVINGTON, M.A. The "Law Notes" Publishing Offices.

The Sale of Goods Act, 1893, including the Factors Acts, 1889 and 1890. By M. D. CHALMERS, C.B., C.S.I. (Draftsman of the Act), late Parliamentary Counsel to the Treasury, &c. Sixth Edition. William Clowes & Sons (Limited).

Selden Society. Year Books of Edward II. Vol. III.: 3 Ed. 2, A.D. 1309-1310. Edited for the Selden Society by F. W. MAITLAND. Bernard Quaritch.

Biographical Clinics. Volume III. Essays Concerning the Influence of Visual Function (Pathologic and Physiologic) upon the Health of Patients. By GEORGE M. GOULD, M.D. Rebman (Limited).

Correspondence.

Non-acting Executors under Section 2 (2) of the Land Transfer Act, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I find that some solicitors consider it necessary that non-acting executors should join in a conveyance of their testator's freeholds in order to confer a title under the Land Transfer Act, 1897, even in cases where they have renounced probate; the only exception being when a deed of disclaimer has been executed. This contention seems contrary to the *dictum* of Mr. Justice Kekewich in the case of *Re Pawley and London and Provincial Bank* (1900, 1 Ch. 58), but I believe that there has been no direct decision on the point. I should be glad to know whether it is the general practice to require executors who have renounced either to disclaim or join in the conveyance. H. R. F.

Dec. 19.

[We are not aware of any direct decision on the point, but the principle laid down in *Re Birchall* (40 Ch. D. 436) seems to shew that renunciation of probate may amount to a disclaimer. But until the point is settled by direct decision, it is no doubt prudent to require a disclaimer by executors who have renounced probate.—ED. *S.J.*]

Cases of the Week.

House of Lords.

CALTHORPE AND ANOTHER *v.* TRECHMANN AND ANOTHER. MACLEAY *v.* TAIT. 15th Dec.

COMPANY—PROSPECTUS—MISREPRESENTATION—OMISSION TO STATE CONTRACT—"KNOWINGLY ISSUE"—LIABILITY OF DIRECTORS—WAIVER CLAUSE—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 38.

These two appeals dealt with the nondisclosure of material contracts in a prospectus on the formation of a company, and in particular with section 38 of the Companies Act, 1867. The defendants in both actions were directors of the Standard Exploration Co. This company was promoted by the Globe Co., and the prospectus of the Standard stated that in the formation and issue of that company there were no promoters' profits, and this was shewn to be true. But there was a contract of October, 1898, between the Globe and Standard companies not disclosed in the Standard Co.'s prospectus, which, however, was not intentionally omitted by any of the directors defendant in these actions, although material within the 38th section of the Companies Act, 1867. The plaintiffs took shares on the faith of the prospectus, and suffered loss, and the question reduced itself to this—Have the plaintiffs in these actions suffered damage by reason of the nondisclosure of the contract of October, 1898? It was the opinion of their lordships that the nondisclosure of this contract had not caused any damage to the plaintiffs or any of them. The Court of Appeal found the defendant directors liable.

THE HOUSE (Earl of HALSBURY and Lords ROBERTSON and LINDLEY) reversed this decision.

The Earl of HALSBURY in the course of his judgment said: The plaintiffs complain that they have been injured by the fraud of the defendants and claim damages for the loss they have sustained by the fraud of which they complain. But for section 38 of the Companies Act, 1867, neither of these actions could have been brought, and the real question is whether this section did more than enact that where a contract which ought to have been inserted is omitted, that such omission shall be held to be fraudulent. Under this section I think to enable a plaintiff to recover damages he must convince the tribunal before whom the question comes that if he had known of the omitted contract he would not have become a shareholder, and in these two cases the nondisclosure did not make any difference in the plaintiff's conduct. As to the waiver clause, where there is an honest slip, as here, it would apply.

Lords ROBERTSON and LINDLEY agreed (the latter in a long and exhaustive judgment dealt with the whole subject), and both appeals were allowed.—COUNSEL, *Haldane*, K.C., *Gore-Browne*, K.C., and *Cozens-Hardy*; in the second appeal, *Younger*, K.C., and *Ashton Cross*; *Hughes*, K.C., and *W. Higgins*, in both appeals. SOLICITORS, *Burn & Berridge*; *Gilbert Robins*; *Richardson & Co.*

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

Court of Appeal.

***Re* BENETT. WARD *v.* BENETT.** No. 2. 5th Dec.

LEGAL PERSONAL REPRESENTATIVE—RIGHT OF RETAINER—EXECUTOR OF SOLE TRUSTEE—BREACH OF TRUST—CESTUI QUE TRUST—EXERCISE OF RIGHT OF RETAINER.

This was an appeal from a decision of Buckley, J. (reported 49 SOLICITORS' JOURNAL 403). By her will, dated the 8th of January, 1891, Elizabeth Horne (hereinafter called the testatrix) appointed M. C. W. Horne and C. H. Benett to be trustees and executors thereof and devised the residue of her real and personal estate to her trustees upon trust to pay the income thereof to M. C. W. Horne for life or until such act or thing as therein more particularly mentioned, and after his death if he should die leaving lawful issue then to pay the annual sum of £200 to Maude Laura Horne during her widowhood, and after making provision out of the residue of the income for the maintenance of the infant children of M. C. W. Horne she declared that the trustees should hold her residuary trust estate subject to the above-mentioned life interest in trust for such child or children of M. C. W. Horne, and in such shares and manner as he should by deed or will appoint, and in default of appointment in trust for all the children equally. The testatrix died on the 7th of March, 1891, and her will was duly proved by M. C. W. Horne and C. H. Benett, the executors and trustees thereof. M. C. W. Horne died on the 7th of March, 1893, without ever having exercised the powers of appointment given him by the testatrix's will. C. H. Benett thenceforward until his death intestate on the 28th of June, 1903, was the sole trustee of the testatrix's will. The defendant Edith Pearce Benett, the widow of C. H. Benett, was on the 25th of July, 1903, granted letters of administration to the estate and effects of C. H. Benett. On the 3rd of September, 1903, the defendant paid to the Royal Exchange Assurance Co. a premium of £17 on a policy on the life of Maude Laura Horne which had been assigned by her on the 10th of July, 1895, to C. A. Benett to secure repayment by her to the trust estate of a sum of £600 advanced to her thereout. By indenture of the 30th of November, 1903, made between the defendant of the one part and W. R. Law and H. L. Crawford, the said W. R. Law and H. L. Crawford were appointed trustees of the testatrix's will in the place of M. C. W. Horne and C. H. Benett, but no part of the testatrix's estate was vested thereby in them. On the 25th of April, 1904, two leasehold houses, being part of the trust estate, were assigned by the defendant to the new trustees. C. H. Benett's estate was insolvent, and an administration action was commenced by the plaintiff on behalf of himself and all other creditors of C. H. Benett against the defendant as his legal personal representative. On the 7th of December, 1903, the usual order for accounts and inquiries was made by Buckley, J. A summons was taken out in the administration action by the new trustees, asking (1) that it might be determined whether it was the duty of the defendant in her capacity of legal personal representative of C. H. Benett to prove in the administration action as a creditor of C. H. Benett's estate in respect of the moneys belonging to the estate of the testatrix which were in his hands at the time of his death or in respect of which he was then indebted to or otherwise liable to account to her estate, and in respect of interest, &c., and that the defendant might be directed to prove in the administration action for the moneys; (2) in case he should be so directed to prove that it might be determined whether the defendant was entitled to exercise for the benefit of the applicants a right of retainer over the assets belonging to the estate of C. H. Benett in respect of these moneys or some of them; (3) that the defendant might be directed to exercise such retainer if entitled so to do. Buckley, J., came to the conclusion in fact that Mrs. Benett had acted as a trustee of Elizabeth Horne's will and directed her to exercise her right of retainer for the benefit of the estate. Mrs. Benett appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—In this case a question of fact has been raised whether Mrs. Benett did anything by way of acceptance of the trusts of which her deceased husband was the trustee. In my judgment she did nothing whatever by way of acceptance of those trusts. In that state of things the question arises whether the beneficiaries who are entitled under the trust of which the deceased Mr. Benett was the trustee can come to the court and insist on Mrs. Benett as the legal personal representative of her deceased husband exercising her right of retainer, she not having in any way accepted the position of trustee. The case of *Legg* v. *Mackrell* (2 De G. F. & J. 551) shews that such a legal personal representative of a deceased trustee has an absolute right to decline to accept the position and the duties of a trustee. That being so, we have to consider whether these beneficiaries have the right to call upon the legal personal representative of the deceased trustee to exercise the right of retainer. It is said that this has already been determined by the cases of *Fox* v. *Garrett* (28 Beav. 16) and *Sanders* v. *Heathfield* (23 W. R. 331, L. R. 19 Eq. 21). With regard to the latter case, when the facts are looked at it is plain that this question did not arise there, but what had to be decided was whether the beneficiaries had a right to insist upon the application of moneys which had been retained in pursuance of the trust. Therefore that case does not seem to me to stand in the way of a decision in accordance with the view expressed by Joyce, J., in *Re Ridley* (1904, 2 Ch. 774). With regard to *Fox* v. *Garrett*, that was a case in which both estates were being administered by the court, and possibly that fact may to a considerable extent have been the ground of the decision. Whether that case can be so explained or not, it is necessary for us to consider whether it was rightly decided. For myself I am prepared to say that it was wrongly decided. Every-

one agrees that the right of retainer was a legal right. For long after that right was established it was questioned whether the right could be exercised in respect of a debt due to the executor but in respect of which he had no beneficial interest, though the legal right was vested in him. What was held was that the legal right of retainer in an executor was in no way affected by the fact that when he had received the debt due to him from his testator's estate he would have to hold and apply and distribute it according to the requirements of the trust of which his testator was the trustee. That being so, it seems to me that the proper statement of the result is that the right of an executor to retain is not a right which he holds in trust, but is a personal privilege which was given to him because the acceptance of the office of legal personal representative put him in a position which was disadvantageous as compared with the position of other creditors of the deceased. In these circumstances he was granted by the common law the privilege of retainer. Where the privilege has been exercised and the right of retainer asserted, I do not doubt that from that moment the executor is a trustee in respect of the moneys retained. It was suggested that really the executor must be a trustee from the first. That he was bound to preserve and collect the property of which his testator was trustee, I agree; but in my view he had to preserve and collect it because that obligation was thrown upon him *virtute officii*. I do not think it would be proper to describe him as a trustee in the matter of this collection, or to say that because in the course of the collection he was entitled to exercise his personal privilege the same obligation which made it his duty to preserve and collect all the personal estate of his testator made him a trustee for the beneficiaries in respect of this right of retainer. In these circumstances in my judgment the right conclusion to come to is that which Joyce, J., arrived at in *Re Ridley*. He does not in terms deal with either *Fox* v. *Garrett* or *Sanders* v. *Heathfield*, but I agree with his conclusion that the executor of a sole trustee who has not accepted the trusteeship or in any way acted as a trustee cannot be ordered by the court at the instance of the *cestui que trustent* of the deceased testator to exercise his right of retainer. The appeal must be allowed.

Stirling and Cozens-Hardy, L.JJ., delivered judgments to the same effect.—Counsel, *Norton*, K.C., *Frederic Thompson*, and *George Henderson*; *Upjohn*, K.C., and *Elgood*. Solicitors, *Law & Worsam*; *Pearce & Sons*.

[Reported by J. I. Stirling, Esq., Barrister-at-Law.]

RUSHMERE *v.* **POLSUE & ALFIERI (LIM).** No. 2. 28th, 29th, and 30th Nov.; 14th Dec.

Nuisance—Noise—Crowded Neighbourhood—Residence in Neighbourhood Occupied by Printing Trade—Coming to Nuisance—Increase of Nuisance—Injunction.

This was an appeal from a judgment of Warrington, J. The plaintiff was a dairyman who had for nearly twenty years been residing with his family in a neighbourhood wherein persons carrying on the businesses of printers and similar trades using noisy machinery occupied the greater number of the houses, and it was by no means a district that would be selected for residential purposes by persons who wished for quiet. The plaintiff, however, did occupy a house there, living in its upper part and using the lower for his milk business. The defendants were printers who shortly before the commencement of this action set up a printing business with heavy and noisy machinery next door to the plaintiff's residence; before the coming of the defendants no printing or noisy business was carried on in either of the houses adjoining that of plaintiff. The facts shewed that in the daytime the plaintiff must have been subjected to noise from printing establishments that were in the vicinity before the defendants came, but that there had been no disturbance at night prior thereto. After their business, however, had been set up the fact of the machinery being worked at night caused plaintiff and his family considerable inconvenience and annoyance, and the plaintiff claimed an injunction restraining the defendants from so working their engines as to cause a nuisance to him as occupier of his residence. Warrington, J., considered the defendants' operations, not in the abstract by themselves, but in connection with all the circumstances of the locality, paying special regard to the nature of the trades usually carried on there and the noises and disturbances existing prior to the commencement of the defendants' operations, and found as a fact, after taking all these circumstances into consideration, that there was a serious interference with the plaintiff's comfort according to ordinary notions prevalent among English men and women. He therefore granted the injunction prayed for, and the defendants appealed.

Vaughan Williams, L.J., said that the principles laid down by Warrington, J., contained nothing which was not supported by the authorities, and that the appeal was based partly upon his judgment being against the weight of evidence and partly on the ground that, having regard to that evidence, Warrington, J., could not properly have applied the principles he had so correctly laid down. His lordship, however, considered that his findings were quite consistent with the view that the authorities established such principles as that in an action for a nuisance not alleged to be a public nuisance the standard of comfort to be applied was the same in a district devoted to a trade carried on in a particular and established manner as it would be outside such a district so devoted to a particular trade. His lordship's brethren were of opinion that the evidence was not of such a nature as to justify a conclusion that Warrington, J., in his ultimate findings failed to apply properly the law. His lordship did not think it right to differ from this conclusion or inference of fact, nor to review the decision on facts of Warrington, J. His lordship thought, however, that it would be inconsistent with the authorities to hold that the fact of night work causing a serious disturbance to a person in a locality devoted to a particular trade carried on by the traders in a particular and established manner would constitute private and actionable wrong. It would also be inconsistent to hold that the fact, that the noise caused by the printing machine was a substantial addition to pre-existing noises, would amount to a legal nuisance if the noise was only the result of carrying on the trade in the district devoted to that trade according to the established manner. It might be, however, that Warrington, J., only intended to find that the defendants' trade was not carried on in the particular and established manner of the district, but caused serious disturbance by making noises in excess of those made by carrying on the trade in the particular and established manner of the trade of the district. The appeal should be dismissed.

Stirling, L.J., said that Warrington, J., had stated the principles on which he proposed to act correctly; he had in fact considered the noise and disturbance existing prior to defendants' operations, the noise and disturbance caused by their operations, and came to the conclusion that those noises and disturbances together created an amount of discomfort by night in excess of that which an ordinary person could reasonably be expected to put up with in a printing neighbourhood. The appeal should, in his opinion, be dismissed.

Cozens-Hardy, L.J., agreed.—Warrington, J., had properly applied legal principles which were not only accurate but adequate. His decisions on issues of fact should not be overruled. The appeal must be dismissed.—Counsel, *Duke*, K.C., *F. Hinde*, and *G. H. Couch*; *H. Tyrrell*, K.C., and *C. L. Coote*. Solicitors, *M. W. Stikeman*; *H. E. Griffith*.

[Reported by Henry Stephen, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **THE CALGARY AND EDMONTON LAND CO. (LIM.).** Buckley, J. 12th and 19th Dec.

Company—Practice—Reduction of Capital—Return of Capital—Form of Minute to be Approved of—Companies Act, 1867 (30 & 31 Vict. c. 131), ss. 11, 15—Companies Act, 1877 (40 & 41 Vict. c. 26), ss. 3, 4.

Petition. This was a petition by the above company that a special resolution for the reduction of their capital might be confirmed by the court and that the minute which had been prepared might be approved by the court. The company was incorporated in 1902 under the Companies Acts, 1862 to 1890, and the proposed reduction was to reduce their shares, which were £1 shares fully paid, to shares of 17s. 6d. each by the return to the shareholders of 2s. 6d. per share, the capital being in excess of the wants of the company to that extent and upwards. At the time of the hearing the excess capital had not been returned, but an order was asked to be made provisionally upon the return being made. The minute proposed to be registered under section 15 of the Companies Act, 1867, was amended so as to be in this form: "The capital of the Calgary and Edmonton Land Co. (Limited) is henceforth £211,321 5s., divided into 241,510 shares of 17s. 6d. each, instead of the original capital of £241,510, divided into 241,510 shares of £1 each. At the time of the registration of this minute the sum of 17s. 6d. has been, and is to be deemed to be, paid up upon each of the said shares."

Buckley, J., having reserved judgment to look into the practice, said that he could not confirm the resolution and approve the minute until the money had been returned to the shareholders. Until that was done the minute would not be true. It was suggested that directly the order was made the sums of 2s. 6d. formed no part of the capital, and therefore the minute might be considered as correct. But if they were not part of the capital they could not be returned to the shareholder. They were part of the capital, having been subscribed as such by the corporators in respect of their shares. He could not make the order until an affidavit had been filed proving the return of these sums. The order would then be made and post-dated.—Counsel, *Younger*, K.C., and *H. C. Bischoff*. Solicitors, *Bischoff, Dodgson, Coxe, Bompas, & Bischoff*.

[Reported by Neville Tebbutt, Esq., Barrister-at-Law.]

NICKALL *v.* **FAWKES.** Joyce, J. 15th and 19th Dec.

Will—Codicil—Revocation—Erroneous Recital in Codicil—Inconsistent Gifts.

By her will, dated the 30th of May, 1867, Catherine Swan devised all her real and personal property unto her trustees upon trust to sell and convert and to divide the same in manner following, viz., "as to three equal fifth parts in trust for my nephews T. E. Withington, E. Withington, and Peter Withington in equal shares absolutely, and in case any of my said nephews shall die in my lifetime, then in trust for the executors or administrators of such of them so dying to be disposed of as part of his personal estate." The testatrix executed a codicil on the 25th of February, 1873, in the following terms: "To prevent a lapse legacy, I will and bequeath that in case my nephew Major Peter Withington should die before I die that one-fifth part of my property must be equally divided amongst his children." The testatrix also made similar codicils in respect of the other two nephews. The testatrix died on the 24th of June, 1875, having been predeceased by her nephew Peter Withington, who died on the 7th of May, 1875, leaving a widow and three children. By his will Peter gave his property upon trust for his wife for life and after her death as to one moiety for his son absolutely, and as to the other moiety for his two daughters in equal shares. The son Guy Withington entered into a settlement, bringing in the share coming to him under the will of his father. By this action the plaintiffs, who were the two daughters of Peter Withington, claimed a declaration that upon the true construction of the will and codicils of Catherine Swan,

the will, so far as it directed one undivided fifth share in her estate to be held in trust for the executors or administrators of her nephew Peter Withington, was revoked by the codicil of the 25th of February, 1873, and that the three children of Peter Withington became, on the death of the testatrix, entitled absolutely to the one-fifth share in the testatrix's estate. For the plaintiffs *Re Margitson, Haggard* v. *Haggard* (30 W. R. 920, 31 W. R. 257) was relied on, and it was contended that where there was in a codicil a mis-recital of the dispositions of a will followed by a declaration of intention, the mis-recital of the facts would not affect the operation of the intention so expressed, notwithstanding that the testatrix might have proceeded upon an erroneous hypothesis; but the court would, if the intention was clearly expressed, give effect to that intention. For the trustees of Guy Withington's settlement it was argued that the principle was that where a testator made a gift by his will and afterwards a gift by a codicil which revoked the devise or bequest in his will and prefaced the gift in the codicil by the recital of a fact which turned out to be false, the revocation did not take effect, as it was conditional or dependent on a contingency which failed: *Campbell* v. *French* (3 Vesey 321), *Doe d. Evans* v. *Evans* (10 Ad. & E. 228), *Barclay* v. *Maskelyn* (Johnson 124), *Thomas* v. *Howell* (L. R. 18 Eq. 198).

Joyce, J.—In this case the testatrix disposed of her residuary estate in fifths, one of such fifths was given for her nephew Peter Withington, and in order to provide for the contingency of the death of her nephew in her lifetime the testatrix went on to say that in case any of her nephews should die in her lifetime then her executors should hold the one-fifth share in trust for the executors or administrators of the nephew so dying to be disposed of as part of his personal estate. Now that will, which was made in 1867, was no doubt made by a lawyer, and at a subsequent date, in February, 1873, she executed the codical set out above. In other words, she said that in order to prevent the lapse of the legacy given to her nephew Peter Withington she directed that his share should be equally divided among his children. Therefore in her codicil she directed the legacy to be dealt with in a different way than she directed by her will. Probably she had not the will before her and did not know whether she had provided for this contingency or not, but that is not absolutely certain; she did not say in the codicil that she had omitted in the will to provide against the lapse of the legacy, although it is highly probable that she did not know that she had. In my opinion the provision in the codicil must prevail, as the case is governed by the decisions in *Re Margitson*, with which I entirely agree. The cases cited against this view have nothing to do with the present case; they only amount to this, that where a testator has given a legacy to A. and then in a codicil recited, contrary to the fact, that as A. was dead he gives the legacy to B., such gift to B. would not revoke the gift to A., as it was conditional on the death of A. In such cases the testator was in error as to the death of the legatee, and they have nothing to do with the present case, where the testatrix modifies the gift given by the will after stating inaccurately what the disposition by her will was. In these circumstances the decision in *Re Margitson* applies, and the gift in the codicil must prevail.—Counsel, *Younger*, K.C., and *Fellows*; *B. Farrer*; *Hughes*, K.C., and *Harman*; *H. W. Horne*. Solicitors, *Dowson, Ainslie, & Martineau*.

[Reported by R. Franklin Stubbing, Esq., Barrister-at-Law.]

Re GORRINGE (DECEASED). GORRINGE v. GORRINGE. Joyce, J. 14th and 15th Dec.

Will—Construction—Gift to Children of Deceased Children—Son Dead at Date of Will Leaving Issue—Substitutional Gift.

By his will dated the 27th of July, 1898, the testator gave small legacies to four children of his deceased son Alfred William, he also gave to his son Richard a legacy of £200 and an annuity of £50 a year upon certain conditions. The testator devised and bequeathed all the residue of his estate unto his trustees upon trust "for all or any of my children or child (other than and except the said Richard Powyn Gorringe) who shall be living at my death and being a son or sons attain the age of twenty-one years or being a daughter or daughters attain that age or marry under that age, and if more than one in equal shares, provided that in case any one or more of my children (other than the said Richard Powyn Gorringe) shall predecease me leaving any child or children living at my death then such child or children of my deceased child (other than the said Richard Powyn Gorringe) shall take, and if more than one in equal shares, the share which his, her, or their parent would have taken if such parent were living and over twenty-one at my decease." The testator's son Alfred William Gorringe was dead at the date of the will, having died in 1887 leaving five children, to four of whom small legacies were given by the testator in his will. The testator died on the 9th of April, 1905, and this summons was taken out by his trustees for the determination of the question whether the children of Alfred William Gorringe were entitled to participate in the testator's residuary estate, and to what extent, having regard to the fact that he not only predeceased the testator, but was dead at the date of the will. It was argued on behalf of the children of Alfred that the gift in the proviso was not a substitutional gift, but an independent one, and that therefore the children of a child dead at the date of the will would be admitted to share. The words "shall predecease me" were not words which imputed future dying, but were equivalent to "shall be dead" or "shall have died." The case was governed by the decision in *Loring* v. *Thomas* (1 Dr. & Sm. 497). It was contended, on the other hand, that the case was governed by the decision in *Christopherson* v. *Naylor* (1 Mer. 320), and that a gift to the issue of a child who should die in the testator's lifetime was only a substitutional gift, and that therefore the children of Alfred, who was dead at the date of the will, were excluded. *Re Offiler, Offiler* v. *Offiler* (83 L. T. 758) was also relied upon.

Joyce, J.—In my opinion no case has been cited to me in which the terms of the will were identical with or even very similar to those in the present case. Now if we look at the will the testator begins by providing for all the children of his son Alfred, and he particularly mentions that his son Alfred is dead, so that the death of Alfred is present to his mind, and there is no reason for saying that he was forgetful or ignorant of it. He then goes on to deal in rather a peculiar manner with his son Richard, the reason being, no doubt, that he was ignorant of his son's whereabouts, having had no communication with him for some time, and so the gift is not to take effect unless his son communicates with his executors, and then there is a gift of the residue upon trust "for all or any of my children (other than and except the said Richard Powyn Gorringe) who shall be living at my death and being a son or sons attain the age of twenty-one years or being a daughter or daughters attain that age or marry under that age, and if more than one in equal shares." Of course the testator did not intend Alfred or Alfred's family to take anything under that gift at all events. He then goes on to say, "in case any one or more of my children (other than the said Richard Powyn Gorringe) shall predecease me leaving any child or children living at my death then such child or children of my deceased child (other than the said Richard Powyn Gorringe) shall take, and if more than one in equal shares, the share which his, her or their parent would have taken if such parent were living and over twenty-one at my decease." Now, as it has been pointed out, he is dealing with his own children about whom he knows the facts. It is quite true that the words taken by themselves might include the children of Alfred if we are to read the words "shall predecease me" not in their strict grammatical meaning, but in a looser or more general way as "shall be dead." This is a very peculiar way of providing for them, and in my opinion upon reading the whole of the will the testator intended what he said according to the strict meaning of the words. The case of *Loring* v. *Thomas* (1 Dr. & Sm. 497), which was relied upon on behalf of the children of Alfred, shews that words which in strictness are words denoting futurity may be construed as applying to the past, but it does not say that there is a rule that they shall be so construed, but, as Kindersley, V.C., says, it is always a question of intention which is to be gathered from the words of the will. The Vice-Chancellor said at p. 510: "When a testator directs that issue shall represent or stand in the place of or be substituted for a deceased child, and take the share that their parent would have taken if living, he may intend such representation or substitution to apply only to the case of a child dying subsequently to the date of his will and before the time of his own death, or he may mean it to extend also to the case of a child who was already dead at the date of the will." What I have to ask myself is whether the testator in this provision intended to include the children of Alfred, who was dead at the date of the will, and who he knew was dead, and for whose children he had provided, or whether he intended to include only the children of a child who should die after the date of the will but before the death of the testator. I am clearly of opinion that he did not intend to include the children of Alfred, who was already dead, but that he intended what the will says if construed strictly. I should add that the considerations which determined the decision of Kindersley, V.C., in *Loring* v. *Thomas* are entirely wanting in the present case.—Counsel, *Younger*, K.C., and *Ryland*; *Waggett*; *Hughes*, K.C., and *Adams*; *Petersen*; *Hamilton*, K.C., and *G. F. Hart*; *Badcock*, K.C., and *F. L. V. Fildes*. Solicitors, *Lumley & Lumley*; *Bridgman, Willcocks, Gowland, Hill, & Bowman*; *Schultz & Son*; *Guscotte, Wadham, & Co.*

[Reported by R. Franklin Stubbing, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

TYLER (Appellant) v. FERRIS (Respondent). Div. Court. 19th Dec.

Weights and Measures—Proceedings Instituted Against Respondent by Inspector—"Consent" of Local Authority to Proceedings Being Instituted—General Consent Held Insufficient by Justices Who Refused to Convict—Appeal by Inspector—Appeal Allowed—Weights and Measures Act, 1904, s. 14—General Order by Middlesex County Council.

The respondent Thomas Ferris, a butcher carrying on business at Chiswick, was summoned by the appellant Walter Tyler, an inspector of weights and measures in that district, for unlawfully having in his possession "for use for trade a 2lb. weight which was unjust contrary to the statute in that case made and provided." The question for decision arose under section 14 of the Weights and Measures Act, 1904, which enacts that "an inspector of weights and measures may, with the consent of the local authority, prosecute before a court of summary jurisdiction or justices any information, complaint, or proceeding arising under the Weights and Measures Acts or in the discharge of his duties as such inspector." Shortly before these proceedings were instituted the Middlesex County Council passed a resolution in the form of an order authorizing their inspectors of weights and measures to prosecute any information, complaint, or proceeding arising under the Weights and Measures Acts. There was no specific authority given by the local authority to prosecute in this particular case. Objection was taken at the hearing before the magistrates that under the above section in every prosecution, information, or complaint or proceeding the inspector must as a condition precedent to the information being heard obtain the consent of the local authority to the proceedings being instituted. The magistrates upheld the objection. The inspector thereupon asked that the magistrates would state a case, which they did. The case now came on for argument. On behalf of the respondent, in support of the justices' decision, it was contended that the view of the section taken by the magistrates was right. There was no direct authority given the inspector here. The word "consent" was only

used in the Act of 1904, whereas in all the earlier Weights and Measures Acts the word used was "authorized or "empowered." "Consent" referred to a particular consent, and the section must be construed as restrictive. If merely permissive, the section was unnecessary, and it was submitted that the Legislature had purposely used the word "consent" in order to protect local authorities from the expense and risk of unnecessary actions instituted by their over-zealous officials.

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE and RIDLEY, JJ.) held that the magistrates were wrong in refusing to convict merely because a general consent had been given to the inspector. The word consent in the section did not refer to a particular consent to be applied for and given in each case. They thought that if the Legislature had intended by the change of language to put a restrictive meaning on the word authority or power of the inspector to institute such proceedings words of explanation would have been used to make the change clear. The appeal was therefore allowed and the case remitted to the justices to convict.—COUNSEL, *Eustace Hills; W. Clarke Hall.* SOLICITORS, *Richard Nicholson; W. T. Ricketts & Son.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

SPEYER BROTHERS AND THE COMMISSIONERS OF INLAND REVENUE. Walton, J. 7th and 18th Dec.

REVENUE—STAMP DUTY—BONDS ISSUED BY A SOVEREIGN STATE—MARKETABLE ON LONDON STOCK EXCHANGE—PROMISSORY NOTE—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 33.

Appeal by Messrs. Speyer Brothers against a decision of the commissioners with reference to the stamp duties on an issue of 18,000,000 dols. Mexican Treasury Bonds.

WALTON, J., in giving judgment, said the question was whether the bonds in question were chargeable with any and, if so, what stamp duty. The bonds were issued by the United States of Mexico, and were for 1,000 dols. each, redeemable in gold, bearing interest at 4½ per cent. The principal and interest were payable in New York at the offices of Speyer & Co., or in London at the offices of Speyer Bros. There were coupons annexed to the bonds, and the appellants' contention was that bonds were taxable, if at all, as promissory notes. The commissioners contended that the bonds were not promissory notes within the meaning of the Stamp Act, 1891, but marketable securities or debentures within the schedule to the Act. The bonds were capable of being sold on the Stock Exchange. By section 33, the expression "promissory note" was defined as including any document or writing, except a bank note, containing a promise to pay any sum of money, and a note promising the payment of any sum of money out of any particular fund, which might or might not be available or upon any condition or contingency which might or might not be performed. The section was intentionally made very wide, and it made chargeable as promissory notes instruments which would not be promissory notes within the meaning of the Bills of Exchange Act. The bonds in question were instruments containing a promise to pay a sum of money, and therefore they were promissory notes within the meaning of the Stamp Act, 1891. But that did not conclude the point at issue. A mortgage ordinarily contained a promise to pay a sum of money, but it would not be sufficiently stamped if it were only stamped as a promissory note. It was said on behalf of the commissioners that the bonds, if they contained any security other than a promise to pay, were debentures within the meaning of the schedule to the Stamp Act, and that these bonds being more than promises to pay, because, as they were capable of being sold on the Stock Exchange they could at once be realized, they were chargeable with duties as marketable securities. No doubt if the bonds were debentures they were chargeable with such duties; but they were not so described or so issued by the company. Wide as the definition contained in the Act might be, he could see no reason for calling the instruments in question debentures. They were promises by a sovereign state to pay certain principal and interest within a specified time, and the fact that no payment of the interest was to be made on the surrender of coupons made no difference for the purposes of his decision in this case. He was unable to come to the conclusion that the bonds were debentures, and therefore he held that they were liable to be stamped merely as promissory notes. Under these circumstances there would be judgment for the appellants, with costs.—COUNSEL, *Danckwerts*, K.C., and *R. Vaughan Williams; Sir R. B. Finlay*, K.C. (then A.G.), and *S. A. T. Rowlatt.* SOLICITORS, *Bircham & Co.; The Solicitor to the Inland Revenue.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

MAPLES (LIM.) *v.* COMMISSIONERS OF INLAND REVENUE. Walton, J. 3rd and 7th Dec.

INLAND REVENUE—STAMP ACT—CONVEYANCE ON SALE—INSTRUMENT EXECUTED OUT OF THE UNITED KINGDOM—MATTER OR THING DONE OR TO BE DONE IN THE UNITED KINGDOM—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 14 (4).

This was a case stated by the Commissioners of Inland Revenue, and raised an interesting question as to the necessity of stamping a document executed in Paris, and relative to property in Paris, as a conveyance on sale within the meaning of the Stamp Act, 1891. It appeared from the case that the instrument in question was in France, and was called a deed of *apport*. All the property comprised in the instrument was situate in France, and the instrument in question was executed by both parties in France. By the law of France the instrument operated when executed to pass the property in all matters expressed therein as from the date thereof as between the parties to the instrument, but until it had been registered with certain formalities a purchaser for value of any of the properties without notice of the instrument might get a better title than the appellants. The case stated that there is in France a duty analogous to the stamp duty on conveyance on sale called droit *de vente*, but the instrument in question would not be liable to that duty. The commissioners, having regard specially to that part of the instrument which is headed "Allotment of shares," were of opinion that it related to a matter or thing to be done in the United Kingdom, and that it therefore came within the provisions of section 14, sub-section 4, of the Stamp Act, 1891. Inasmuch as it operated to pass the property comprised therein as between the parties they held that it was chargeable under the head "Conveyance on sale" in the first schedule to that Act, and they assessed the duty on the whole of the shares which were the consideration thereof at 10s. for every £100 thereof, amounting in all to £366. The deed of *apport*, dated the 3rd of June, 1905, was expressed as being made between Maple & Co. (Limited) (called therein the old company), whose registered address was in London, with a branch in Paris, and Maple & Co. (Paris) (Limited) (called the new company), whose registered address was also in London. The *apport* conveyed certain property in Paris from the old company to the new company in consideration of 72,000 shares in the new company. The instrument stated that the said shares were not yet issued, but that they would be, and would then be delivered. For the appellants it was contended, firstly, that the *apport* was not a conveyance on sale within the meaning of the definition given in section 54 of the Stamp Act, 1891; secondly, it was not required to be stamped according to English law. Section 14 (4) of the Stamp Act, 1891, provided that an instrument wheresoever executed should be liable to duty if it related to any matter "done or to be done in the United Kingdom." Here the only thing to be done in this country was the issue of the shares, and that did not require a duty. Counsel cited *Xmenes* v. *Jacques* (1 Esp. 311), *Wright* v. *Commissioners of Inland Revenue* (11 Ex. 458), and *Gilchrist* v. *Herbert* (20 W. R. 348). For the Crown it was contended that as the consideration for the transfer constituted something "to be done within the United Kingdom" the instrument was plainly liable to duty. *Cur. adv. vult.*

Dec. 7.—WALTON, J., read a written judgment, in which, after setting out the facts, he held that the property was transferred by the old company to the new company in consideration of the 72,000 shares, and was therefore a sale within the meaning of the Stamp Act. With regard to the other question, whether it was chargeable because it related to something to be done in the United Kingdom, it seemed to him clear that an instrument of transfer of French property was not chargeable merely because it happens to contain unnecessary reference to something done or to be done in England. The statement of the consideration was for the purpose of the transfer unnecessary. If it had not been stated the instrument would not have been chargeable. It seems to me that it does not become chargeable by the accident that the consideration has been mentioned. There must therefore be judgment for the appellants.—COUNSEL, *Sir R. Finlay*, A.G., and *Rowlatt; Danckwerts*, K.C., and *Beddall.* SOLICITORS, *Solicitor to Inland Revenue; Peake, Bird, Collins, & Co.*

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

GREAT CENTRAL RAILWAY CO. *v.* LONDON AND NORTH-WESTERN RAILWAY CO. Div. Court. 15th Dec.

POOR RATE—RATEABLE VALUE—COST OF CONSTRUCTION OF RAILWAY—WHETHER ADMISSIBLE AS BASIS OF VALUATION.

This was a case stated by the Quarter Sessions for Oxfordshire on an appeal against a poor rate made for the parish of Wardington, in which that part of the appellants' line of railway which lay in the parish was rated at £4,390 gross estimated and £795 rateable value, and raised an interesting point in the law of valuation. It appeared that the line in question was constructed by the Great Central Railway Co. in accordance with an arrangement made with the Great Western Railway Co. for the more convenient interchange of traffic, and was opened for traffic in 1900. It is eight miles in length, and runs from the parish of Egdon, in Northamptonshire, to the parish of Warkworth, in the county of Oxford. The cost of construction was approximately £280,000, and that sum was advanced to the appellants (the Great Central Railway Co.) at 3½ per cent. per annum. The line has no stations or sidings, nor does the line originate any traffic. The whole traffic on the line consists of through traffic passing from one system to another, and it was admitted that persons or companies other than the two railway companies could not be found to acquire the line, and that the only value of the line consisted in the interchange of traffic under the agreement between the two companies. The appellants contended that inasmuch as the line was an integral part of their system its rateable value must depend on the net earnings of the line, and that to ascertain such earnings there must be allocated to this line a mileage proportion of all rates and fares received by the two companies, and from the receipts so ascertained there must be deducted the usual and proper allowances for working expenses, Government duty, rental of stations separately assessed, trade profits, interest on tenants' capital and the statutory deduction for maintenance and renewal. Assessed on this principle the agreed rateable value of this line was £64 per mile and the rateable value of the line within the parish of Wardington is £102. For the respondents it was contended that the assessment committee were entitled to take into account the 3½ per cent. interest on the £280,000 advanced by the Great Western Railway as evidence of the rent which either the appellants or the Great Western Railway were prepared to pay for the line. The court of quarter sessions overruled the contention of the appellants that the mileage proportion of receipts should be the sole basis of valuation, and held that interest on the cost of construction of the line was a matter which they were entitled to take into account in ascertaining the rateable value, and they accordingly confirmed the assessment of the assessment committee. For the appellant it was contended, on the authority of *London and North-*

Western Railway v. *Irthington* (35 L. T. 527) and *North and South-Western Junction Railway* v. *Brentford* (18 Q. B. D. 740), that interest on the cost of construction was not a proper test of rateable value in this case. Here there were no possible competitors. For the respondent it was contended that the assessment committee would probably look at the cost of construction. It afforded a test of the measure of the value to the Great Central Railway Co. Counsel cited *South-Eastern Railway* v. *Dorking* (3 E. & B. 471).

THE COURT (LAWRANCE and RIDLEY, JJ.) allowed the appeal, being of opinion that the respondents' contention was not correct. In every case one had to look what an hypothetical tenant from year to year who was in a position to work it would give as rent. There was nothing to shew that the railway was worth more than it was making and that competitors would be anxious to get it as being worth more to them than it was making.—COUNSEL, *Balfour Browne*, K.C., and *Snagge*; *Walter Ryde* and *Cecil Walsh*. SOLICITORS, *Hopwood & Sons*; *H. Davis*.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

New Orders, &c.

High Court of Justice.

CHRISTMAS VACATION, 1905-6.

NOTICE.

There will be no sitting in court during the Christmas Vacation.

During the Christmas Vacation all applications "which may require to be immediately or promptly heard" are to be made to the judges who for the time being shall act as Vacation Judges.

The Honourable Mr. Justice Bray will act as Vacation Judge from Friday, the 22nd of December, to Saturday, the 30th of December, both days inclusive. Applications in urgent matters may be made to his lordship by post or rail. Mr. Justice Bray will sit in King's Bench Judges' Chambers on Friday, the 29th of December.

The Honourable Mr. Justice A. T. Lawrence will act as Vacation Judge from Monday, the 1st of January, 1906, to Wednesday, the 10th of January, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Friday, the 5th of January. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

In any case of great urgency the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrar's Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The chambers of Mr. Justice Kekewich and Mr. Justice Joyce (Division A to D) will be open (for vacation business only) from 10 to 2 on Wednesday, the 27th of December; Thursday, the 28th of December; Friday, the 29th of December, 1905; Tuesday, the 2nd of January; Wednesday, the 3rd of January; Thursday, the 4th of January; and Friday, the 5th of January, 1906.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—NOVEMBER, 1905.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit.]

THORNTON BURNETT JONES, who served his clerkship with Mr. Albert James Larcome, of Portsmouth.

GEORGE ERNEST SHRIMPTON, who served his clerkship with Mr. T. E. Varley Kirtlan, of Eastbourne; and Messrs. Bramall & White, of London.

GEORGE LESLIE WATES, who served his clerkship with Mr. George Septimus Warmington, of London.

ALBERT EDWARD LAUDER, who served his clerkship with Mr. H. Sagar, of Richmond, Surrey.

ERNEST GRUGEON SCOTT, who served his clerkship with Mr. Harold George Downer, of London.

HUGH REYNOLDS, who served his clerkship with Mr. Nathaniel Reynolds, of London.

SECOND CLASS.

[In Alphabetical Order.]

Herbert Henry Bowyer, who served his clerkship with Mr. Edmund Charles Rawlings, of London.

Arthur Cotterell, who served his clerkship with Mr. Samuel Mills Slater, of Darlaston; and Messrs. E. Flux, Leadbitter, & Neighbour, of London.

Arthur Cecil Hunt, who served his clerkship with Mr. John Henry Latham Brewer, of Barnstaple; and Messrs. Vandercom & Co., of London.

Montie Phillip Jacobs, who served his clerkship with Mr. H. Lewis Arnold, of the firm of Messrs. Hicks, Arnold, & Mozley, of London.

Mark Salisbury, who served his clerkship with Mr. Martin Griffiths, of Bristol.

John Trewren Vizard, B.A. (Oxon.), who served his clerkship with Messrs. Powles & Vizard, of Monmouth; and Messrs. Crowders, Vizard, Oldham, & Co., of London.

Stamp William Wortley, who served his clerkship with the late Mr. Thomas Plumbridge and Mr. Louis Meader, both of Brighton, Sussex.

THIRD CLASS.

[In Alphabetical Order.]

Frederic Burgis, who served his clerkship with Mr. Walter John Brain, of the firm of Messrs. Brain & Brain, of Reading.

Ralph Eliott, B.A. (Camb.), who served his clerkship with Mr. J. Allen Eliot, of the firm of Messrs. Hawken & Eliot, of Plymouth.

Samuel Bernard Gottlieb, who served his clerkship with Mr. Edwin Dill Simmonds, of the firm of Messrs. Emanuel & Simmonds, of London.

Ernest Frank Kift, who served his clerkship with Mr. Robert Simmons, of Caversham; and Mr. Charles Haffenden Dodd, of the firm of Messrs. Dodd, Son, & Rawstorne, of Reading.

Malcolm Robert Charles Scott, who served his clerkship with Mr. Charles George Scott, of London.

Frederick Augustus Carlton Smith, who served his clerkship with Mr. W. G. Snowdon Gard, of London.

John Robert Snape, who served his clerkship with Mr. Henry Lewis and Mr. Thomas John Hughes, both of the firm of Messrs. T. J. Hughes & Lewis, of Bridgend.

Julian Strode, who served his clerkship with Mr. Edmund Strode, of London.

Harold Walker, who served his clerkship with Mr. John William Piercy, of Huddersfield.

Henry Charles Barrow Wilson, who served his clerkship with Mr. George Edward Carpenter, of London.

Harry Farr Yeatman, B.A., B.C.L. (Oxon.), who served his clerkship with Mr. H. L. Cripps, of the firm of Messrs. Dyson & Co.; and Mr. Walter Trower, of the firm of Messrs. Trower, Still, Freeling, & Parkin, of London.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Jones—The Clement's-inn Prize—Value about £10; The Daniel Reardon Prize—Value about 20 guineas; and the John Mackrell Prize—Value about £12.

To Mr. Shrimpton—The Clifford's-inn Prize—Value 5 guineas.

To Mr. Wates—The New-inn Prize—Value 5 guineas.

To Messrs. Lauder, E. G. Scott, and Reynolds—The Law Society's Prizes—Value 5 guineas each.

The Council have given class certificates to the candidates in the second and third classes.

Eighty-five candidates gave notice for the examination.

Examinations at the Law Society in the Year 1905.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

SCOTT SCHOLARSHIP.

THORNTON BURNETT JONES being, in the opinion of the Council, the candidate best acquainted with the theory, principles, and practice of law, they have awarded to him the scholarship founded by Mr. James Scott, of Lincoln's-inn-fields. Mr. Jones served his clerkship with Mr. Albert James Larcome, of Portsmouth, and obtained the Clement's-inn, the Daniel Reardon, and the John Mackrell Prizes at the Honours Examination held in November, 1905.

BRODERIP PRIZE.

THORNTON BURNETT JONES, being first in order of merit, and having shewn himself best acquainted with the law of property and the practice of conveyancing, passed a satisfactory examination, and attained honorary distinction, the Council have also awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn.

THE CLABON PRIZE.

ALBERT EDWARD LAUDER, having shewn himself best acquainted with the law and practice of equity, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the prize founded by Mr. Moxon Clabon, Great George-street, Westminster. Mr. Lauder served his clerkship with Mr. Henry Sagar, of Richmond, Surrey, and obtained one of the Law Society's prizes at the Honours Examination held in November, 1905.

LOCAL PRIZES.

TIMPRON MARTIN PRIZE FOR CANDIDATES FROM LIVERPOOL.

The examiners reported that there was no one qualified to take this prize.

ATKINSON PRIZE FOR CANDIDATES FROM LIVERPOOL OR PRESTON.

The examiners reported that there was no one qualified to take this prize.

BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.

The examiners reported that there was no one qualified to take this prize.

BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

EDWARD WOODWARD having, from among the candidates who are articled to members of the Birmingham Law Society, attained honorary distinction in the first or second class, the Council have awarded to him the bronze medal of the Birmingham Law Society. Mr. Woodward served his clerkship with Mr. William Alfred Williams, of Birmingham, and obtained second class honours at the Honours Examination held in January, 1905.

STEPHEN HEELIS PRIZE FOR CANDIDATES FROM MANCHESTER OR SALFORD.

VERNON WOOD, from among the candidates from Manchester or Salford, having passed the best examination, and attained honorary distinction, the Council have awarded to him the gold medal founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Wood served his clerkship with Mr. Robert Innes, of Manchester, and Messrs. Emmet & Co., of London, and obtained third class honours at the Honours Examination held in January, 1905.

THE MELLERSH PRIZE.

RICHARD SIDNEY ROWSE, from among candidates who have been articled in the counties of Surrey and Sussex, or who are sons of solicitors who have resided or practised in either of those counties, having shewn himself best acquainted with the law of real property and the practice of conveyancing, the Council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming. Mr. Rowse served his clerkship with Mr. George Washington Fox, of Kingston-on-Thames, and obtained third class honours at the Honours Examination held in April, 1905.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of the above society was held in the Law Library, Bennetts-hill, on Tuesday, the 19th of December, Mr. A. A. Caddick in the chair, the subject for debate being: "A. being the owner of 1,500 shares in a limited company, executes a transfer of the shares to B. The transfer not having been executed by B., was presented to the company together with A.'s certificate for the shares for certification. This being done, the certificate was retained by the company, who returned the transfer to the party who presented it. Two days later the secretary of the company, by mistake and in forgetfulness, sent the share certificate to A., who promptly mortgaged it to a mortgagee, ignorant of the previous transfer, at the same time executing a transfer of the shares to the mortgagee. B. having now executed his transfer, returned it to the company's office for registration, and was duly registered as the proprietor of the 1,500 shares. After the lapse of three days, the mortgagee presented his transfer and the certificate for registration of himself as owner of the shares. This the company refused to do on the ground that B. was already registered. Will the mortgagee succeed on a claim against the company for (1) Registrationof himself as owner of the 1,500 shares; (2) damages for non-registration." Mr. J. H. Gold, LL.B., opened in the affirmative, and Mr. A. R. O'Connor in the negative; the following also spoke, Messrs. J. J. Pritchard, W. W. Green, and W. Kentish. The chairman then summed up, and the voting resulted as follows: for the affirmative 3, for the negative 9. A vote of thanks to the chairman concluded the proceedings,

The Master of the Rolls on the Lessons of the Beck Case.

THE Master of the Rolls, in delivering his presidential address at the annual dinner of the Birmingham Law Students' Society, on the 14th inst., said (we abridge the report from the *Birmingham Daily Post*) that at present, for a large part of the possible miscarriages in the administration of the law, there was no redress unless it were found at the hands of the Home Office. They had not in this country a court of appeal in the full sense of the term. They had a court which, when all the conditions were fulfilled, could deal with an actual mistake made on the part of the judge, but it could only deal with that mistake with the assistance of the judge himself by stating a case. But if for any reason a judge refused to state a case, and there had been a mistake made, there was no means of redress in our system of jurisprudence unless at the hands of the Home Office. Many people advocated a court of criminal appeal. He was not himself prepared to recommend such an institution—not that he was not prepared to hear the opinions of those who had had experience of the working of similar systems in other countries—but it was a very large question indeed, and the more they considered it the more hedged round with difficulties they found it to be. The Home Office, as at present constituted, had complete jurisdiction to deal with all supposed cases of miscarriage of justice where, owing to circumstances for which no one was responsible, the court which tried the case originally was not in full possession of all the facts which might possibly, had they been revealed at the time, have led to a mitigation of the sentence. This was a very important jurisdiction, and one which he thought was very much better exercised by a tribunal like the Home Office than it could be by a fully-constituted court. He thought there were obvious disadvantages in trying to deal with matters of that kind by means of a court. The decisions of a court must be uniform, and each must be, and would be in this country where the proceedings were conducted in public, treated as a precedent for the decision of another. Gradually they would thus have a series of hard and fast rules arising out of previous precedents, and would have the law of adjustment of sentences governed by the same hard and fast rules as applied to all other matters of law. Such jurisdiction ought not to be stereotyped into certain defined forms. It was a question of discretion, and that discretion was one better exercised by a tribunal entirely unfettered by the laws of evidence, and prepared to accept any colourable suggestion which might guide its judgment. If the discretion he spoke of were exercised by a capable person with every means of inquiry at his command, he did not think they could have a better tribunal than the Home Office. He did not say that the Home Office, as it now stood, was adequately equipped for the discharge of this part of its functions. The Home Secretary had to trust to loose material in a vast number of cases. In every one of those cases there was a possibility of mistake, and if an inquiry became necessary there ought to be at hand, for the use of the revising authority, a trustworthy record of the proceedings of the court below. There was not at this moment any such record, although the number of cases which came before the Home Secretary for consideration was far more than most of those present would think possible. He was not sure whether the public fully appreciated a gap which existed in the jurisdiction of the Home Office. He had said that it might exercise a discretion in dealing with sentences. That was part of the prerogative of the mercy of the Crown, but there were other sources of miscarriage. The jurisdiction he had spoken of presupposed that the case had been properly tried, that the conviction, as such, must stand, and that the only question for consideration was the extent of the punishment. But suppose there had been a miscarriage, not in point of fact but in point of law. There might be a gross miscarriage of justice, with the result that an innocent person found himself in prison, and it might be a mistake purely of law. What was to be done in such a case? In the present state of the law such a person must stay in prison until he had satisfied the Home Office that he was innocent, which was a somewhat formidable position to be in. It was admitted on the part of the Home Office before the Beck Commission that they had no jurisdiction to consider and entertain a case of miscarriage in point of law unless it was very hard case, and the case of Beck was not originally classed under that heading. He (the president) thought that if the provision made by the Home Office did not extend to the Beck case as a "hard case" it would be difficult to say what case it would extend to. A very distinguished gentleman who had himself filled the position of Under Secretary for Home Affairs, writing after the Beck case, took up the position that the Home Office ought not to interfere with questions of law at all, that that was a matter purely for the judge, and that all they had to do was, if they had a complaint addressed to them by way of petition, to send the case back to the judge and invite his opinion on it. That particular course, the Master of the Rolls reminded his hearers was taken in the Beck case with the result that the judge adhered to his original decision. He was bound to say that the information laid before the judge was not all that might have been placed before him, chiefly because the significance of the information in the hands of the Home Office was not realized by the persons who had charge of the matter. The result, however, was that the Home Office accepted the judge's decision, and Beck was left to serve out his term. In his judgment, the day that Beck was tried all the necessary materials were present and before the Home Office, not merely to justify them, but to compel them to release Beck. If all the facts in the prisoner's favour had been brought before the Court of Crown Cases Reserved his conviction must have been quashed. What did the Home Office apologists say with respect to that? They said it was not fair to judge this case by the light of after events; but here was a case where a man was never properly tried, and yet, in the existing state of our law, the Home Office were only following their ordinary practice in leaving a man in prison who, in point of law, they had no right to detain for a single day. The commission which sat on the Beck case did recommend a very simple remedy to fill part of this gap in our procedure. The Government were prepared to adopt that remedy, and did introduce a Bill to make it compulsory on judges to state a case on demand, but for various reasons that Bill went into the limbo where many other Bills have gone, and never took the shape of law. It was suggested to the Home Office at this time that it might be more adequately equipped in view of the Commission's report with persons conversant with law, so that they would be able to detect errors which might have escaped a judge; but the Home Secretary took up the attitude that his department did not claim to exercise jurisdiction over matters which were in the cognizance of judges. He also insinuated that the staff of the Home Office could not be improved, and that the Commissioners were under a complete hallucination in believing that their affairs might be better managed. Reverting to the suggested Court of Appeal, the president said that one of the difficulties which suggested itself to him was that such a court would have a very deleterious effect on the responsibility of jurors, who would be able to feel that whatever they did would be subject to the consideration of someone else. It seemed to him that the practical and comparatively easy remedy was to extend to the Home Office, if it had not already got it, the jurisdiction and the obligation to criticize the rulings of judges where a miscarriage had taken place, and where they were satisfied that there had been a legal miscarriage which would, if heard in a court of law, lead to the release of the prisoner, he thought they ought to be able to put the machinery in motion to bring about that result.

Mr. Warmington, K.C., has been appointed chairman of the Departmental Committee appointed in February last to inquire into the law of joint stock companies, in succession to Sir R. T. Reid.

Legal News.

Appointment.

Mr. Alfred Smith, solicitor, has been appointed Town Clerk of Reigate, in succession to the late Mr. C. J. Grece, LL.D.

General.

Mr. Lawson Walton and Mr. Robson have received the honour of knighthood.

The new Lord Chancellor took his seat for the first time on Monday as a member of the Judicial Committee.

Mr. R. R. Cherry, K.C., has been appointed Attorney-General for Ireland, and Mr. Redmond Barry has been appointed Solicitor-General for Ireland.

Mr. George Borthwick and Mr. H. W. Disney have been appointed members of the General Council of the Bar, to fill the vacancies caused by the appointment of Mr. O. Leigh Clare, M.P., to be Vice-Chancellor of the Duchy of Lancaster and Mr. G. A. Bonner to be a Master of the Supreme Court.

The cases in the new trial paper have not been taken during the present Michaelmas sittings, but it is announced they will be proceeded with at the beginning of the ensuing Hilary sittings, and continued for some weeks in the Court of Appeal, and the King's Bench final appeals will follow these cases.

Mr. Justice Grantham is, says the *Evening Standard*, to have a long absence, though not a long holiday, from the High Court of Justice. In January he is required at the Old Bailey, and then he goes on circuit. As a result of the vacation, the Central Criminal Court and the circuit work coming together, he will be unable to sit in the King's Bench Division again until March.

Grantham and Bray, JJ., have fixed the following commission days for the winter assizes of the Northern Circuit: Appleby, Thursday, the 18th of January; Carlisle, Saturday, the 20th of January; Lancaster, Friday, the 26th of January; Manchester, Tuesday, the 30th of January; Liverpool, Wednesday, the 14th of February. Mr. Justice Bray will not join the circuit until Manchester is reached.

Phillimore and Bucknill, JJ., have fixed the following commission days for the winter assizes on the Western Circuit: Devizes, Thurday, January 11; Dorchester, Tuesday, January 16; Taunton, Saturday, Jannary 20; Bodmin, Thursday, January 25; Exeter, Tuesday, January 30; Winchester, Tuesday, February 6; Bristol, Tuesday, February 13. Mr. Justice Bucknill will not join the circuit until Exeter is reached.

Mr. Justice Bargrave Deane was entertained at dinner by the members of the South-Eastern Circuit, on the 14th inst., at the Imperial Restaurant, Regent-street, in celebration of his elevation to the bench. About ninety of both the past and present members of the circuit were present. Mr. Arthur Cohen, K.C., presided, and among those present were Mr. Justice Grantham, Mr. Justice Channell, and Sir Robert Finlay, K.C., M.P.

We are informed that Mr. Astbury, K.C., the leader in Mr. Justice Buckley's court, has "gone special," and will not hereafter appear, without a special fee, before any of the tribunals except the House of Lords, the Court of Appeal, and the Judicial Committee of the Privy Council. We also learn that Mr. W. F. Hamilton, K.C., will in future practise before Mr. Justice Buckley instead of before Mr. Justice Joyce. It is understood that there are several applications for silk in the Chancery Division.

Wendelin Hieke, a young tramp, has, says the *Evening Standard*, been sentenced to fifteen months' imprisonment at Leitmeritz, in Bohemia, for imprisoning a judge, jury, witnesses, and public in a law court. Hieke was being tried at Tetschen for theft, when, at a moment when he was left unguarded, he slipped from the dock and rushed out of the court, locking the door behind him. For more than an hour the judge and the other occupants of the court were unable to leave.

During the hearing of a case at Brentford County Court on the 15th inst., says the *Daily Mail*, Mr. W. Jenner raised a novel point of interest to the legal profession. A county court case having been placed in a solicitor's hands, he instructed counsel in the case without the authority of his client. He now sued for the amount of his bill of costs, including counsel's fee. Mr. Jenner said there was no decided case on the point, and contended that no solicitor had a right to instruct counsel without the express authority of a client. The judge upheld this contention, and disallowed counsel's fee.

When a jury case involving a claim for personal injuries was called at Southwark County Court, the defendant's counsel, says the *Times*, asked Judge Addison, K.C., that all witnesses should be ordered out of court so that they should not hear each other give evidence. His honour, however, refused the application, remarking that on the last occasion he obliged counsel in that way he made up his mind never to do it again. First of all, it deprived witnesses of their right, which was to be in court, and secondly, it did not do any good, but led to turmoil and trouble. The notion was that one witness gathered something from another and altered his story accordingly, but the average witness was not clever enough to do that. They came with their story settled and made up, and any attempt to alter it in court would only lead to their confusion.

Lawrance and Kennedy, JJ., have fixed the following commission days for the ensuing winter assizes on the South-Eastern Circuit: Huntingdon, Thurday, January 11; Cambridge, Saturday, January 13; Ipswich, Thurday, January 18; Norwich, Wednesday, January 24; Chelmsford, Wednesday, January 31; Hertford, Wednesday, February 7; Lewes, Saturday, February 10; Maidstone, Wednesday, February 21; Guildford, Thursday, March 1. Mr. Justice Lawrance will take the first part of the circuit, concluding at Chelmsford; and Mr. Justice Kennedy will be the judge at the second half, beginning at Hertford.

The judge, says the *Albany Law Journal*, had his patience sorely tried by lawyers who wished to talk and by men who tried to evade jury service. Between hypothetical questions and excuses it seemed as if they never would get to the actual trial of the case. So when the puzzled little German, who had been accepted by both sides as a juryman, jumped up, the judge was exasperated. The little German, after making other objections to service on the jury, at last pointed at the lawyers to make his last desperate plea. "Shudge," he said, "I can't make noddings out of what these fellers say." It was the judge's chance to get even for many annoyances. "Neither can anyone else," he said; "sit down." With a sigh the little German sat down.

Lord Lansdowne has, says the *Times*, sent a reply to a memorial from the Association of Chambers of Commerce which urged the Government to enter into negotiations with the Government of France with a view to the conclusion of a judicial treaty of a similar character to the one now existing between France and Belgium relating to the execution of judgments, service of legal process, and other kindred matters. Lord Lansdowne says "that past experience has demonstrated the very great and hitherto insuperable difficulties in the way of concluding treaties of this nature between Great Britain and foreign states on account of the extent of the difference in their municipal laws," but he promises that the memorial will not be forgotten.

A. T. Lawrence, J., has fixed the following commission days for the winter assizes on the North Wales Circuit: Welshpool, Monday, the 15th of January; Dolgelly, Wednesday, the 17th of January; Carnarvon, Saturday, the 20th of January; Beaumaris, Saturday, the 27th of January; Ruthin, Tuesday, the 30th of January; Mold, Saturday, the 3rd of February. At the conclusion of the business at Mold the judge will return to London, and will afterwards go back for the second part of the circuit at Chester and Cardiff, at which places the commission days will be Saturday, the 10th of March, and Saturday, the 17th of March, respectively. The Lord Chief Justice will go with Mr. Justice A. T. Lawrence to these two places.

A letter was, says a writer in the *Globe*, recently addressed to the Home Office inviting an authoritative expression of opinion on the question whether solicitors who lend money are themselves within the Money-lenders Act. A reply was received from the Secretary of the Inland Revenue Board, who wrote: "The Board are advised that a solicitor would be within the Act if either (1) his solicitor's business was merely a cloak under which he carried on a money-lending business, or (2) if, in addition to the business of a solicitor, he carried on separate and apart therefrom the business of a money-lender, but the mere fact that incidentally to his calling as a solicitor he on certain occasions made advances to a client would not bring him within the Act."

Wales loses a representative in the Cabinet, says the *Evening Standard*, in the Lord Chancellor. That, at any rate, is to be deduced from a story concerning Lord Halsbury. When he was leader of the South Wales circuit he fought with intense enthusiasm for a certain public authority, and caused amusement by the way in which he identified himself with the interests of the locality. "Come," said one of the judges, good-humouredly, "you must not argue too much in that strain; you cannot make yourself out to be a Welshman, you know." "Perhaps not," readily replied the future Lord Chancellor, "but I have made a good deal of money out of Welshmen in my time." "Oh, in that case," said the judge, "we may call you a Welshman by extraction."

In the City of London Court on Monday, says the *Times*, his Honour Judge Rentoul, K.C., gave a decision in a claim which was made under the Workmen's Compensation Act by William, Maud, and Alice Hatfull, of Markhouse-road, Leyton, aged 25, 26, and 28 years respectively, the children of Alfred Hatfull, stonemason, who was killed while working for the defendants, John Greenwood (Limited). One of the daughters said she was housekeeper to her father, and the other one helped her mother, who carried on a dressmaking business, but who died four days before her father met with the accident which caused his death. The son said for the past eighteen months he had done no work, although he admitted that until then he had been earning 25s. a week. The defendants contended that the claim was entirely novel, and they said they had never known adult children making a claim as dependants under the Workmen's Compensation Act before. The Legislature could never have intended such a claim to succeed. There was no reason why the three grown-up claimants could not earn their own living. Judge Rentoul, K.C., had grave doubts as to whether Perliament intended to benefit as dependants the grown-up children of workmen who met with an accident, and were killed while in employment, and he had, having regard to the novelty of the case, reserved judgment. He now decided to award £100 each to Maud and Alice Hatfull, but nothing to the son.

On Saturday last, says the *Times* reporter, a summons, recently before the judge in chambers, by way of appeal from the registrar, involving the true construction of the recent divorce rule No. 220 was heard. Counsel said that the registrar had declined to allow this, a husband's petition, to be filed, on the ground that it did not comply with rule 220, which had come

into force on the 24th of October last, and which was as follows: "In all proceedings before the court for divorce and matrimonial causes, the petition shall state the description of the husband and the place of residence, and the domicil of the parties to the marriage at the time of the institution of the suit." The petition had correctly stated the petitioner's name and address, and had described him as being, both at the date of his marriage and at the date of the petition, "a domiciled Englishman." He therefore submitted that, as according to English law a wife's domicil was that of her husband, the registrar was wrong in holding that the wife's domicil should be recited in the present petition, and that it was quite unnecessary and superfluous to do so, so long as the husband's domicil was correctly stated, and especially in cases when the husband was the petitioner. At the conclusion of the arguments Mr. Justice Bargrave Deane reserved judgment, and at a later date, having in the meantime consulted with the learned President, allowed the appeal, and directed that the petition in its present form should be received and filed at the Divorce Registry. The following "explanatory notice" has since been issued from the Divorce Registry: "Divorce Rule 220, 1905. By direction of the President, the following matters as they stand at the time of the institution of the suit must be inserted in the body of the petition: (1) The description of the husband; (2) the place of residence of each of the perties to the marriage; (3) the domicil of the parties to the marriage, but unless the petitioner is asserting a domicil for the wife different from that of the husband, it will be sufficient if the domicil of the husband is stated."

The Property Mart.

Result of Sale.

REVERSIONS AND LIFE POLICIES.

MESSRS. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 801) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £3,345.

ABSOLUTE REVERSION to £1,075 ... ... Sold		£500
LIFE POLICIES:		
For £2,000 ... ... ,,		1,420
For £2,000 ... ... ,,		1,300
ENDOWMENT POLICY for £200 ... ... ,,		125

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BOURNEMOUTH TRADING CO, LIMITED—Petn for winding up, presented Dec 11, directed to be heard Jan 15, at 11.30. Tattersall & Son, Bournemouth, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 13

GEORGE SOWERBY, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Albert Percy Spence, 10, Royal arcade, Newcastle on Tyne

GOLD ORE TREATMENT CO, LIMITED - Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to J D Pattullo, 65, London wall. Maxwell & Dampney, Bishopsgate st Within, solors for liquidator

GUILDHALL PUBLISHING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to George Thomson Elliot, Finsbury pvmnt House

H HAMILTON, LIMITED—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to George Gregson, 17, Fenchurch st. G & W Webb, New Broad st, solors for liquidator

MARY POREE TRADING CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to James Hilleard, 27 and 28, Basinghall st. Stammers, Basinghall st, solor for liquidator

MOTOR CARTAGE AND TRANSPORT CO (LIMITED) (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Seymour Cobley, 22, Paternoster row

PHILLIPS & CO, NOTTS, LIMITED—Creditors are required, on on before Jan 29, to send their names and addresses, and the particulars of their debts or claims, to Cecil George Taylor, 44, Parliament st, Nottingham

"WARRINER," LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Peter Lawton, 160, Wilderspool causeway, Warrington. Davies & Forshaw, Warrington, solors for liquidator

London Gazette.—TUESDAY, Dec. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRIGHTMORE, PATSTON & CO, LIMITED—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Handley, Bank of England chmbrs, Tib ln, Manchester. Linnell & Linnell, Manchester, solors for liquidator

FIJI SUGAR CO, LIMITED—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to Edwin Henry Martyn, Prudential bldgs, Clare st, Bristol

HARTS BAZAARS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts or claims, to Cuthbert Wolstencroft, c o Blandford, Lawrence, & Hann, Gresham House, Old Broad st. Keene & Co, Seething ln, solors for liquidator

J W PUDDEFOOT & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Jan 31, to send their names and addresses, and particulars of their debts or claims, to A N D Smith, 106, Wool Exchange

MUSICAL COMEDY, LIMITED—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry Gillespie, 29A, Charing Cross rd

S T HARVEY, LIMITED—Petn for winding up, presented Nov 25, directed to be heard at the Town Hall, Windsor, Jan 9, at 10. Camp & Ellis, Watford, and Bedford row, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 8

VICTORIAN A 1 GOLD MINES, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Blackall, Gracechurch st, solors

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 8.

BANCROFT, JULIA, Halifax Jan 6 Barstow & Midgley, Halifax

BARNES, Rev CHARLES EDWARD, MA, Wendens Ambo, Essex Jan 22 Scott, New Broad st

BARR, ELIZABETH DUNLOP, Ryde, I of W Jan 15 Stephenson & Co, Lombard st

BENNETT, RACHEL, Birkdale, Lancs Jan 10 Bremner & Co, Liverpool

BOWER, EMMA ISABELLA, Peckham House, Peckham Jan 9 Lowless & Co, Martin's la

BRICKLAND, ELIZA, Snaresbrook Jan 22 Scott, New Broad st

CARR, ELIZABETH, Gosforth, Northumberland Dec 18 Dickinson & Co, Newcastle upon Tyne

CATTLEY, EVELYN ELLEN TRINGHAM, Church st, Kensington Dec 31 Gibbs & Co, Bedford

CHASE, FRANCES, Petersfield, Hants Jan 18 Bowling, Southsea

CONSTROEM, GUSTAVE ADOLPHUS, Southampton Jan 15 Whitley, Bellemoor rd, Southampton

COOPER, JAMES CLIFTON, Brixton hill Jan 17 Crosley & Burn, Moorgate st bldgs

COX, WILLIAM PERCY, Birmingham, Estate Agent Jan 15 Eggington, Birmingham

DEI, BARTOLOMEO, and ALICE DEI, Wardour st, Restaurant Keepers Jan 10 North & Talbot, Birkbeck Bank chmbrs, Holborn

DUNBAR, ROBERT SWAN, Bromley, Kent Jan 10 Homewood, Old Jewry chmbrs

EDWARDS, GERALD DUNDAS, Assouan, Egypt Feb 3 Atkey & Co, Sackville st, Piccadilly

FAULKNER, HERBERT, Westcliffe on Sea, Essex, Medical Practitioner Jan 15 Lumley & Co, Cannon st

GOLDTHORP, RICHARD EVERINGHAM, Wakefield Jan 20 Harrison & Co, Wakefield

GRIFFITHS, JAMES, Brimfield, Hereford, Machinist Jan 7 Levick, Leominster

GRIMSHAW, WILLIAM, Calverley, York Jan 8 Gaunt & Co, Bradford

GURLITT, OTTO, Throgmorton st Jan 10 Reed & Reed, Guildhall chmbrs

HARDING, WILLIAM HENRY, Union grove, Clapham Jan 25 Thatcher, Essex st

HILLACRE, WILLIAM, Uffculme, Devon Jan 8 Michell, Wellington, Somerset

HOPSON, CHARLES, Mile End rd, Licensed Victualler Jan 8 Coldham & Birkett, Clement's inn, Strand

HUNTER, ALEXANDER EDWARD, South Croydon, Commercial Traveller Jan 4 J B & J Purchase, Regent st

LANE, EDWIN, Southsea, Hants, Tailor Jan 23 Cousins & Burbidge, Portsmouth

LEIGHTON, HONORIA MARY, Cheltenham Jan 20 Adam & Co, Bath

LEWIS, DANIEL, Cardiff Jan 15 Waldron & Sons, Cardiff

LLOYD, DAVID, Llanwnog, Montgomery Dec 23 Harrisons & Winnall, Welshpool

LLOYD, MARY, Llanwnog, Montgomery Dec 23 Harrisons & Winnall, Welshpool

LOCKYER, ELIZA, Bath Jan 31 Stone & Co, Bath

LOFTHOUSE, GEORGE, Garston, Liverpool, Wheelwright Jan 31 Husband, Liverpool

LOFTHOUSE, MARY ANN, Garston, Liverpool Jan 31 Husband, Liverpool

MACINTYRE, JOHN STEVENSON, Ealing Jan 10 Upperton & Co., Lincoln's inn fields

MARTEN, GEORGE NISBET, St Albans, Herts Jan 1 Simpson & Bowen, Princes st, Bank

MOORE, MARY, Cowley, Oxford Jan 7 Walsh, Carfax, Oxford

NORWOOD, ANNIE LUCY, Lytham, Lancs Jan 10 Ripley & Co, Rochdale

NOSWORTHY, ALBERT, Lustleigh, Devon Jan 4 Hacker & Co, Newton Abbot

PARDEY, CAROLINE, Bath Jan 20 Adam & Co, Bath

PARISS, FREDERICK St PIERRE, Felixstowe, Suffolk Jan 5 Downey & Linnell, Conduit st

PARRY, JANE, Aberystwyth Jan 12 George & Sons, Newcastle Emyln, Carmarthen

PERKIN, ALFRED, Water Orton, Warwick Dec 31 Ryland & Co, Birmingham

RATCLIFFE, SQUIRE, Oldham, Farrier Jan 20 Ascroit & Co, Oldham

REESE, CHARLOTTE, Bath Jan 31 Stone & Co, Bath

RIDGWAY, WILLIAM, Roden, nr Wellington, Salop Dec 28 Hughes & Nowell, Roden, Wellington

RILEY, JOHN, Scholes, nr Leeds Dec 28 Gordon & Co, Bradford

RILEY, JOHN WILLIAM, Oldham, Hairdresser Jan 15 Rowbotham, Oldham

ROBINSON, ANN, Pendleton Jan 5 Russell & Russell, Bolton

SLEIGHT, AGNES, Manchester Jan 17 Hockin & Co, Manchester

SMITH, NELSON, Hunslet, Engine Driver Jan 3 Clarke, Leeds

STOCK, ROBERT, Ramsgate, Builder June 14 O A & K Daniel, Ramsgate

TUTTON, WILLIAM, Walcot, Bath Jan 31 Stone & Co, Bath

WALKER, ELIZABETH ANN, Mansfield, Nottingham Jan 8 Hibbert & Son, Mansfield, Notts

WALKER, ISAAC, Manchester, Cab Proprietor Jan 6 Innes, Manchester

WALTON, LEE, Worsley, nr Manchester, Undertaker Jan 11 Bowden & Livesey, Manchester

WHEELER, HENRY JOHN, King's rd, Peckham Jan 1 Tucker & Co, New ct, Lincoln's inn

WHEELER-BROWN, FRANCIS, Balham High rd, Medical Doctor Jan 5 Charles Copthall av

WHITE, ELIZABETH, Bath Jan 31 Stone & Co, Bath

London Gazette.—TUESDAY, Dec. 12.

ADDISON, ELLEN LOUISA, Brighton Jan 15 Blount & Co, Albemarle st

BANHAM, HARRIET, Sheffield Jan 10 Rodgers & Co, Sheffield

BAYLEY, WILLIAM D'OYLY, Dinsdale Park Retreat, nr Darlington Jan 27 Faber & Co, Stockton on Tees

BAYLY, WILLIAM FRANCIS, Gunnersbury Jan 15 Mills & Co, Finsbury sq

BLAKER, EDITH ELLEN, Hastings Jan 8 Howlett & Clarke, Brighton

BOLTON, ELIZABETH, King's Norton, Worcester Jan 15 Unett & Co, Birmingham

BREVETOR, MARY, Lynmouth rd, Stamford Hill Jan 16 Skipper & Tucker, Warwick st, Gray's inn

BURTON, JONATHAN, York, Butcher Jan 16 Shaftoe, York

CARTER, AMELIA, Queen's Gate mans, Kensington Feb 1 Galpin, Oxford

CHITSON, CHARLES, Preston Jan 12 Plant & Co, Preston

CLARK, MARY MARIA, Doncaster, Schoolmistress Jan 31 Eking & Wyles, Nottingham

CROUCHER, ROBERT, High Halden, Kent Jan 12 Mace & Sons, Tenterden

DUNN, ANN REBECCA, Devonport, Devon March 20 Pearce, Devonport

GRAYLING, THOMAS, Leyton, Essex Jan 22 Selim, Mincing ln

GRIFFITHS, JAMES, Brimfield, Hereford, Machinist Jan 7 Levick, Leominster

GRIFFITHS, JOHN MORGAN, Penally, Pembroke, Farmer Jan 10 Roberts, Narberth

HIRD, MARIA, Croydon Jan 9 Davenport & Co, Hastings

HODGKISS, REBECCA, Oakengates, Salop Jan 28 Holmes, Oakengates, Salop

HORTON, ENOCH, Walsall, Bolt and Nut Manufacturer Jan 31 Slater & Co, Bedford, Darlaston

HOWIS, ANNE FRANCES, Tulse hill Jan 20 Baileys & Co, Berners st

JOHNSTON, JOHN MICHAEL CRAMSIE, Knaresborough pl, Earl's Court Jan 31 Batchelor & Batchelor, Outer Temple, Strand

JUSTICE, CLARISSE, Cambridge ter, Hyde pk Jan 1 Walker & Co, Theobald's rd

LIDDELL, ELIZABETH, Edgbaston, Birmingham Jan 15 Unett & Co, Birmingham

LOUTH, MARY ANN, Sheffield Jan 1 Clegg & Sons, Sheffield

LOUTH, ROBERT, Sheffield Jan 1 Clegg & Sons, Sheffield

MILLEDGE, JOHN OAKLEY, Manor gdns, Holloway Jan 20 Negus, Bloomsbury

PARKES, CATHERINE, Birmingham Feb 1 Newey & Son, Birmingham

PRETWEE, CHARLES, Chelmsford, Architect Jan 12 Dixon, Chelmsford
RAYBONE, JANE STRINGER, Wavertree, Liverpool Jan 15 Batesons & Co, Liverpool
ROWAN, ELIZA PENIAL, New Brighton, Chester Dec 30 Bellringer & Co, Liverpool
RYALS, FRED, Sheffield, Cutlery Manager Feb 1 Clegg & Sons, Sheffield
SELL, LOUISA MATILDA, Oak village, Kentish Town Jan 8 Furber & Son, Gray's inn sq
SYDNEY, ARTHUR GEORGE, Cheltenham, Market Gardener Dec 31 Steel, Cheltenham
SKEVINGTON, SAMUEL, Brighton Jan 31 Gillson, Fareham, Hants
SOTHERAN, HENRY, Norwood, Surrey Jan 17 Emmet & Co, Bloomsbury sq
TODD, GEORGE ALBERT, Pocklington, York, Cycle Agent Jan 8 Powell, Pocklington
WALKER, MARY, Bampton, Westmorland Jan 11 Arnison & Co, Penrith
WALSHAM, SARAH ANN, Sheffield Feb 1 Clegg & Sons, Sheffield
WATERS, JAMES, Southsea, Hants, House Furnisher Jan 20 Rake & Co, Portsmouth
WHITE, JACOB, Bath, Coal Merchant Feb 13 Chesterman, Bath
WILKINSON, CHARLOTTE, Chorlton cum Hardy, Lancaster Dec 27 Wigglesworth & Son, Manchester

London Gazette.—FRIDAY, Dec. 15.

ANDERSON, GEORGE, Upton Park, Essex Jan 16 Marris, Chancery ln
ASKEW, LYDIA ANN, Bolsterstone, York Feb 3 Webster & Styring, Sheffield
BARRETT, JOHN, Stony Stratford, Bucks Dec 30 Howes & Co, Towcester
BARTER, ABRAHAM ALFRED, Cricklewood, Middlesex Jan 15 Hunter & Haynes, New sq
BECK, SUSANNAH, Garlands Asylum, nr Carlisle Jan 13 Ward, Newcastle upon Tyne
BOOTH, JOHN WILSON, Hoylake Jan 7 Tyrer & Co, Liverpool
BROWN, EMMA, Barnes, Surrey Feb 2 Fawcett, Finsbury pvmt
CUBE, ELIZA, Cherhill, Wilts Feb 1 Spackman, Calne, Wilts
DIXON, JOHN, Blackburn Jan 15 Read & Eastwood, Blackburn
DURRANT, MATILDA, Tingewick, Buckingham Dec 30 Hearn & Hearn, Buckingham
ELY, SARAH, Bath Jan 11 Rickerby, Cheltenham
EVANS, HERBERT WILLIAM, Letterstone, Pembroke Jan 16 Gateley & Son, Birmingham
GILBERT, JAMES WHELDON, Ladywood, Birmingham, Painter March 31 Coley & Coley, Birmingham
GREEN, HORACE GEORGE EGERTON, Colchester, Essex Jan 12 Dawes & Sons, Angel ct, Throgmorton st
HALL, CHARLES, Ashton under Lyne, Provision Dealer Jan 24 Whitworth, Ashton under Lyne
HASSELL, PERCY, Darenth, Kent Jan 16 Russell & Co, Old Jewry chmbrs
HENSLEY, WALTER EUSTACE, Leinster sq, Bayswater Feb 1 Willson & Norman, Regent st, St James's
HEWITT, JAMES ADAMS, St Andrew st, Holborn circus Jan 9 Pontifex & Co, St Andrew st, Holborn circus
HODGE, JOHN ANTHONY, East Sheen, Surrey Jan 20 Herbert, Cork st, Burlington gdns
HUSSEY, Rev HENRY WALFORD, Cambridge sq, Hyde Park Jan 31 Master & Co, Stone bldgs, Lincoln's inn
IBBISTER, ROBERT, North Shields, Metal Broker Feb 8 Newlands & Newlands, South Shields
JOHNSON, WALTER ELDRIDGE, Southwark Bridge rd Jan 25 Abrahams & Co, Tokenhouse yard, Lothbury
LEGGETT, ALFRED, Bethnal Green, Licensed Victualler Jan 20 Margetts & Co, Worship st
LLANWARNE, THOMAS, Hereford, Solicitor Feb 15 Humfrys & Symonds, Hereford
MACE, ROWLAND THOMAS CRUTTENDEN, Hobart, Tasmania Dec 6 St Barbe & Co, Delahay st, Westminster
MCGAW, Rev JOSEPH THOBURN, South Hampstead Jan 16 Douglas, Old Jewry chmbrs
OLDROYD, ANN, Todmorden Jan 14 Banks & Co, Heywood
PARKER, SAMUEL SANDBACH, Liverpool, Merchant Feb 12 Whitley & Co, Liverpool
PARRY, MARY ELLEN, Wrexham Jan 13 Hughes & Bate, Wrexham
POOLE, ALFRED, Laindon Hills, Essex Jan 31 J L & E T Daniell, Bristol
POOLE, FREDERICK HENRY, Clifton, Bristol Jan 31 J L & E T Daniell, Bristol
ROBINSON, THOMAS, Brighton Feb 14 Vinall, Lewes
ROSENGRAVE, JOSEPH, Margate, Police Pensioner Feb 13 O A & K Daniel, Margate
RUSSAN, PETER, Steynton, Pembroke Jan 15 Evans & Williams, Milford Haven
SAMUEL, ISAAC BUNFORD, Kingston on Thames Jan 15 Capron & Co, Savile pl
SMITH, WILLIAM, Gateshead Jan 13 Mawson, Durham
SPINK, JOHN, Hampstead Jan 1 Stringer & Stringer, High rd, Kilburn
STEEL, CHARLES, Hackney Jan 31 Syrett & Sons, Finsbury pvmt
SUTTON, CHARLOTTE LAURA MANNERS, Sloane ter mans, Chelsea Jan 24 Corbould & Co, Henrietta st, Cavendish sq
WADDINGTON, GEORGE HESELTINE, Bridlington, Commercial Traveller Jan 1 Walker & Colbeck, Hull
WARD, JOHN, Brighton Jan 31 Freeth & Co, Nottingham
WHEELER, CHARLES, Long Ashton, Somerset Jan 27 Burges & Sloan, Bristol
WHITBOURN, MARY ANN, Hackney Jan 18 Mundell, Godliman st
WHITE, MARY ANN, Newport Pagnell, Buckingham Jan 13 Lendon & Carpenter, Budge row
WILSON, WILLIAM, Little Haywood, Staffs Jan 15 Duncan & Co, Edinburgh
WITHERS, Capt RICHARD, Boscombe, Hants Dec 23 Winterbotham & Co, Cheltenham

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 15.

RECEIVING ORDERS.

ADDIS, ALBERT EDWARD, Hounslow High Court Pet Dec 13 Ord Dec 13
BAILEY, THOMAS, Gainsborough, Tailor Lincoln Pet Dec 12 Ord Dec 12
BARNUSSEN, NEILS PETER, Gt Grimsby, Fishing Master Gt Grimsby Pet Dec 13 Ord Dec 13
BRAMHAM, THOMAS SHEPHERD, Leeds, Builder Leeds Pet Dec 12 Ord Dec 12
BRATT, GRACE EVELYN, Langham st High Court Pet Dec 11 Ord Dec 11
BUSK, WILLIAM, Guarlford, Malvern, General Smith Worcester Pet Dec 11 Ord Dec 11
CANN, LEWIS, Ipswich, Fruiterer Ipswich Pet Dec 11 Ord Dec 11
CLARKE, ARTHUR SAMUEL, St Leonards on Sea, Ironmonger Hastings Pet Dec 12 Ord Dec 12
COLEY, CHARLES WILLIAM Wolverhampton, Coal Dealer Wolverhampton Pet Dec 11 Ord Dec 11
DAVIS, FRANCIS WILLIAM, Folkestone, General Carrier Canterbury Pet Dec 11 Ord Dec 11
EASTWOOD, RICHARD, Ilkley, York, Veterinary Surgeon Leeds Pet Dec 12 Ord Dec 12
EKINS, HARRY, Northampton, Confectioner's Assistant Northampton Pet Dec 11 Ord Dec 11
EVANS, THOMAS, Llandebie, Carmarthen, Labourer Carmarthen Pet Dec 8 Ord Dec 8
FRANKISH, GEORGE, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Dec 11 Ord Dec 11
GRIFFITHS, WILLIAM, Cardigan, Licensed Victualler Carmarthen Pet Dec 11 Ord Dec 11
GROOM, WILLIAM, Eaton Bray, Bedford, Wheelright Luton Pet Dec 11 Ord Dec 11
HANCORN, JAMES STEWART, Birmingham, Grocer Birmingham Pet Nov 29 Ord Dec 13
HARD, GEORGE, Portslade by Sea, Sussex, Tobacconist Brighton Pet Dec 11 Ord Dec 11
HAYWARD, ALFRED, Normanton, Greengrocer's Hawker Wakefield Pet Dec 11 Ord Dec 11
HOUSTON, JOHN WILSON, and JAMES TEAGUE, Putney, Builders Kingston, Surrey Pet Oct 31 Ord Nov 30
HYAM, HENRY LEWIS, MONTAGUE HENRY HYAM, and ALFRED BENJAMIN HYAM, High Holborn, Tailors High Court Pet Dec 12 Ord Dec 12
JAMES, CHARLES, Truro, Cab Proprietor Truro Pet Dec 13 Ord Dec 13
JOWITT, BENJAMIN, Batley, York, Grocer Dewsbury Pet Dec 13 Ord Dec 13
KIRKPATRICK, LILY EUGENIE, Colwyn Bay, Denbigh, Boarding house Keeper Bangor Pet Dec 9 Ord Dec 9
KITCHEN, OSCAR HENRY, Sheffield Sheffield Pet Dec 13 Ord Dec 13
LAMBERT, WILLIAM, Horsmonden, Kent, Engine Proprietor Tunbridge Wells Pet Dec 13 Ord Dec 13
LEE, ISAAC, Little Ouseburn, Yorks, Blacksmith York Pet Dec 13 Ord Dec 13
LETTENBORO, EDWARD LEONARD, Wantage, Berks, Farmer Oxford Pet Nov 25 Ord Dec 9
LEVY, MOSES, Exmouth st, Clerkenwell, Draper High Court Pet Dec 11 Ord Dec 11
MANSELL, GEORGE, Swallownest, nr Sheffield, Miner Sheffield Pet Dec 11 Ord Dec 11
MIDGLEY, AARON, Ferrensby, York, Farm Labourer York Pet Dec 13 Ord Dec 13
MORTIMER, SARAH JANE HULL, Bridlington, Boarding house Keeper Scarborough Pet Dec 11 Ord Dec 11
NEWTON, THOMAS, Scarning, Norfolk, Farmer Norwich Pet Dec 12 Ord Dec 12
RASTOWSKY, JACOB DAVID, Central st, St Luke's, Bootmaker High Court Pet Nov 15 Ord Dec 13
REEVES, JOHN EDWARD, Leeds, Plumber Leeds Pet Dec 13 Ord Dec 13
ROSSER, THOMAS WILLIAM, Cardiff, Licensed Victualler Cardiff Pet Nov 27 Ord Dec 11
SHAYLER, FREDERICK WILLIAM, Tiverton, Baker Exeter Pet Dec 12 Ord Dec 12
SHEPPARD, STEPHEN, Barrow in Furness Carlisle Pet Nov 27 Ord Dec 11
SLATER, FRANCIS JAMES, Chiswick High Court Pet Dec 13 Ord Dec 13
TIERNEY, PATRICK, Leicester Leicester Pet Dec 11 Ord Dec 11
TYLER, HERBERT, Leicester, Boot Manufacturer Leicester Pet Nov 30 Ord Dec 13
WASPE WILLIAM JOHN, Norwich, Tinplate Worker Norwich Pet Dec 12 Ord Dec 12
WATSON, EDWARD RICHMOND, Gt Yarmouth, Hatter Gt Yarmouth Pet Dec 14 Ord Dec 13
WEBSTER, BENJAMIN, Winster, nr Matlock, Derby, Licensed Victualler Derby Pet Dec 12 Ord Dec 12
WEBSTER, HENRY, Harrow road, Sewing Machine Factor High Court Pet Dec 11 Ord Dec 11
WHEELER, GEORGE HENRY, Preston, Builders' Merchant Brighton Pet Dec 13 Ord Dec 13
WILLIS, FRANK H, Putney Wandsworth Pet Oct 30 Ord Dec 12

FIRST MEETINGS.

BARD, ABRAHAM, Cardiff, Grocer Dec 29 at 11 117, St Mary st, Cardiff
BLACKBURN, VICTOR ALEXANDER, Swansea, Grocer Dec 23 at 11 Off Rec, 31, Alexandra rd, Swansea
BRATT, GRACE EVELYN, Langham st Dec 29 at 11 Bankruptcy bldgs, Carey st
BUTLER, ARTHUR SHARPLES, Blackpool, Journeyman Joiner Dec 28 at 10.30 Off Rec, 14, Chapel st, Preston
CANN, LEWIS, Ipswich Suffolk, Fruiterer Dec 27 at 2 Off Rec, 36, Princes st, Ipswich
CRANE, ELI, Newton by Frankby, Chester Jan 2 at 12 Off Rec, 35, Victoria st, Liverpool
DAVIES, WILLIAM, Swansea, Clerk Dec 28 at 12 Off Rec, 31, Alexandra rd, Swansea
DAVIES, WILLIAM, Nantymoel, Collier Dec 29 at 3 117, St Mary st, Cardiff
DURBIN, GEORGE HENRY, Aberaman, Aberdare, Fish Merchant Dec 28 at 12 135, High st Merthyr Tydfil
EVANS, THOMAS, Llandebie, Carmarthen, Labourer Dec 23 at 11 Off Rec, 4, Queen st, Carmarthen
EVANS, THOMAS, Cadoxton, nr Cardiff, Blacksmith Dec 29 at 2.30 117, St Mary st, Cardiff
GRIFFITHS, WILLIAM, Cardigan, Licensed Victualler Dec 23 at 1 Off Rec, 4, Queen st, Carmarthen
HALL, JAMES PRICE, Milford Haven, Pembroke, Grocer Dec 23 at 12 30 Off Rec, 4, Queen st, Carmarthen
HAMER, ERNEST FENTON, Wirksworth, Derby, Schoolmaster Dec 23 at 11 Off Rec, 47, Full st, Derby
HARD, GEORGE, Portslade, Sussex, Tobacconist Dec 23 at 12 Bankruptcy bldgs, Carey st
HARDMAN, WILLIAM GEORGE, Bispham, nr Blackpool, Journeyman Joiner Dec 28 at 11 Off Rec, 14, Chapel st, Wakefield
HAYWARD, ALFRED, Normanton, Greengrocer's Hawker Dec 23 at 10.30 Off Rec, 6, Bond ter, Wakefield
HODGSON, SOLOMON CRAGG, Workington, Cumberland, House Furnisher Dec 29 at 3 Court House, Cockermouth
HORNSBY, EDMUND, Scunthorpe, Coal Dealer Dec 23 at 10.30 Off Rec, St Mary's chmbrs, Gt Grimsby
HYAM, HENRY LEWIS, MONTAGUE HENRY HYAM, and ALFRED BENJAMIN HYAM, High Holborn, Tailors Dec 29 at 10.30 Bankruptcy bldgs, Carey st
HYDE, JOHN GARMSTON, Swansea, Brewer Dec 23 at 11.30 Off Rec, 31, Alexandra rd, Swansea
KIDNER, FREDERICK LOUIS, Watney st, Commercial rd East, Baker Dec 28 at 11 Bankruptcy bldgs, Carey st
KIRBY, JOHN, West Hartlepool, Cycle Dealer Dec 29 at 3 Off Rec, 3, Manor pl, Sunderland
MIDGLEY, AARON, Ferrensby, nr Knaresborough, Farm Labourer Dec 23 at 11 Off Rec, The Red House, Duncombe pl, York
MILLER, PERCY, Portsmouth, Tobacconist Dec 28 at 3 Off Rec, Cambridge junc, High st, Portsmouth
MORGAN, WILLIAM HENRY, Machen, Mon, Builder Dec 23 at 11 Off Rec, Westgate chmbrs, Newport, Mon
NEUMANN, JOSEF, Dorset sq, Clerk Dec 28 at 2.30 Bankruptcy bldgs, Carey st
NEWMAN, WOOLF, Camden rd Dec 28 at 12 Bankruptcy bldgs, Carey st
PARRY, DAVID, Llansaintffraid, Mont, Blacksmith Jan 4 at 10.30 1, High st, Newtown
ROSSER, THOMAS WILLIAM, Cardiff, Licensed Victualler Dec 29 at 11.30 117, St Mary st, Cardiff
SHAYLER, FREDERICK WILLIAM, Tiverton, Baker Dec 29 at 10.30 Off Rec, 9, Bedford circus, Exeter
SOKOLAR, THEODORE, Manchester, Fruiterer's Manager Dec 23 at 10.30 Off Rec, Byrom st, Manchester
THORBURN, MATTHEW, Burnley, Plasterer Dec 23 at 11.30 Court house, Burnley
URE, WILLIAM, and JOHN URE, Seaton, nr Workington, Builders Dec 29 at 2.45 Court House, Cockermouth
VERCESI, GIACOMO, Lisle st, Leicester sq, Boarding house Proprietor Jan 1 at 12 Bankruptcy bldgs, Carey st
WARD, FRANCIS GEORGE, Wood st, Ladies' Underclothing Manufacturer Dec 29 at 11 Bankruptcy bldgs, Carey st
WEBSTER, HENRY, Harrow rd, Sewing Machine Factor Dec 29 at 12 Bankruptcy bldgs, Carey st
WILLIAS, JOHN, Llwyngyci nr Bala, Farmer Dec 28 at 3.15 White Lion Hotel, Bala
WYLES, MAX, Clapham, Manufacturers' Agent Jan 1 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

BAILEY, THOMAS, Gainsborough, Tailor Lincoln Pet Dec 12 Ord Dec 12
BIRKLE, OTTO, and ADOLPH DILGER, Hampstead rd, Clock Makers High Court Pet Oct 20 Ord Dec 11
BRATT, GRACE EVELYN, Langham st High Court Pet Dec 11 Ord Dec 11
BRERETON, SAMUEL WILLIAM, Liverpool, Estate Agent Liverpool Pet Oct 4 Ord Dec 2
BUSK, WILLIAM, Guarlford, Malvern, General Smith Worcester Pet Dec 11 Ord Dec 11
CANN, LEWIS, Ipswich, Suffolk, Fruiterer Ipswich Pet Dec 11 Ord Dec 11
CHAPMAN, HENRY CHARLES, Putney, Grocer Wandsworth Pet Nov 15 Ord Dec 11
CLARKE, ARTHUR SAMUEL, St Leonards on Sea, Ironmongers Hastings Pet Dec 12 Ord Dec 12
COLEY, CHARLES WILLIAM, Wolverhampton, Coal Dealer Wolverhampton Pet Dec 11 Ord Dec 11
EASTWOOD, RICHARD, Ilkley, York, Veterinary Surgeon Leeds Pet Dec 12 Ord Dec 12
EKINS, HARRY, Northampton Northampton Pet Dec 11 Ord Dec 11
EVANS, THOMAS, Cadoxton, nr Cardiff, Blacksmith Cardiff Pet Nov 7 Ord Dec 8
EVANS, THOMAS, Llandebie, Carmarthen, Labourer Carmarthen Pet Dec 7 Ord Dec 8
FRANKISH, GEORGE, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Dec 11 Ord Dec 11
GRIFFITHS, WILLIAM, Cardigan, Licensed Victualler Carmarthen Pet Dec 11 Ord Dec 11
GROOM, WILLIAM, Eaton Bray, Bedford, Wheelwright Luton Pet Dec 11 Ord Dec 11
HARE, WILLIAM, Chalfont saint Giles, Bucks, Farmer Aylesbury Pet Dec 1 Ord Dec 11
HAYWARD, ALFRED, Normanton, Greengrocer's Hawker Wakefield Pet Dec 11 Ord Dec 11
HEYS, W E, and F A HEYS and HAROLD PILLING NUTTALL, Wealdstone, Middlesex, Manufacturers at Albans Pet Nov 11 Ord Dec 9
HOUSTON, JOHN WILSON, and JAMES TEAGUE, Putney, Builders Kingston, Surrey Pet Oct 31 Ord Dec 11
JAMES, CHARLES, Truro, Cab Proprietor Truro Pet Dec 13 Ord Dec 13
JOWITT, BENJAMIN, Batley, Grocer Dewsbury Pet Dec 13 Ord Dec 13

KIRKPATRICK, LILY EUGENIE, Colwyn Bay, Denbigh, Boarding house Keeper Bangor Pet Dec 9 Ord Dec 9
KITCHEN, OSCAR HENRY, Sheffield Sheffield Pet Dec 13 Ord Dec 13
LAMBERT, WILLIAM, Horsmonden, Kent, Engine Proprietor Tunbridge Wells Pet Dec 13 Ord Dec 13
MANSELL, GEORGE, Swallownest, nr Sheffield, Miner Sheffield Pet Dec 11 Ord Dec 11
MILLER, PERCY, Portsmouth, Hants, Tobacconist Portsmouth Dec 9 Ord Dec 9
MORTIMER, SARAH JANE HULL, Bridlington, Boarding house Keeper Scarborough Pet Dec 11 Ord Dec 11
NEWTON, THOMAS, Scarning, Norfolk, Farmer Norwich Pet Dec 12 Ord Dec 12
PARRY, DAVID, Llansaintffraid, Montgomery, Blacksmith Newton Pet Dec 7 Ord Dec 11
PEARCE, FRIEDA JOANNA BERTHA, Clifton, Bristol, Ladies' Outfitter Bristol Pet Dec 1 Ord Dec 11
POOLE, JAMES SAUNDERS, Blackheath High Court Pet Nov 13 Ord Dec 11
PRICE, DAVID JOHN, Rhyl, Flint, Baker Bangor Pet Nov 27 Ord Dec 12
PRICE, JOSEPH, Penley, Flint, Miller Wrexham Pet Oct 18 Ord Dec 13
PRICE, ROBERT, Highbury, Provision Merchant High Court Pet Nov 23 Ord Dec 12
RASMUSSEN, NIELS PETER, Gt Grimsby, Fishing Master Pet Dec 13 Ord Dec 13
REEVES, JOHN EDWARD, Leeds, Plumber Leeds Pet Dec 13 Ord Dec 13
RUBARTH, WILHELM OTTO, Gresham House, Old Broad st, Merchant High Court Pet June 15 Ord Dec 7
SHAYLER, FREDERICK WILLIAM, Tiverton, Baker Exeter Pet Dec 12 Ord Dec 12
SOKOLAS, THEODORE, Manchester Manchester Pet Dec 9 Ord Dec 12
TIERNEY, PATRICK, Leicester Leicester Pet Dec 11 Ord Dec 11
WASPE, WILLIAM JOHN, Norwich Tinplate Worker Norwich Pet Dec 12 Ord Dec 12
WATSON, EDWARD RICHMOND, Gt Yarmouth, Hatter Gt Yarmouth Pet Dec 13 Ord Dec 13
WEBSTER, BENJAMIN, Winster, nr Matlock, Licensed Victualler Derby Pet Dec 12 Ord Dec 12

London Gazette.—TUESDAY, Dec. 19.

RECEIVING ORDERS.

ADDISON, FRANK, Wolverhampton, Ironmonger Wolverhampton Pet Dec 1 Ord Dec 15
BELL, JOHN TOM, Bishop Auckland, Durham, Ironmonger Durham Pet Dec 16 Ord Dec 16
BENTON, HARRY, Brentwood, Essex, Dealer in Horses Peterborough Pet Dec 14 Ord Dec 14
BIDDULPH, LEONARD, Hampton Wick, Journalist Kingston, Surrey Pet Nov 20 Ord Dec 14
CHARNOCK, JOHN RICHARD, Meanwood, Leeds, Cycle Dealer Leeds Pet Dec 14 Ord Dec 14
CRANMER-BYNG, ALFRED MOLYNEUX, Quendon, Essex Cambridge Pet Dec 16 Ord Dec 16
DAVIES, HENRY, Conway, Carnarvon, Market Gardener Bangor Pet Dec 4 Ord Dec 16
DAVIS, WILLIAM HENRY, Essex st, Strand, Chartered Accountant High Court Pet Aug 23 Ord Dec 12
DIXEY, AMY ELLEN, Trebovir rd, Earl's Court, Boarding House Keeper High Court Pet Dec 15 Ord Dec 15
ENGLAND, CHARLOTTE, Gt Yarmouth, Brake Proprietor Gt Yarmouth Pet Dec 14 Ord Dec 14
FOX, JOHN HENRY, Freiston, Lincs, Labourer Boston Pet Dec 13 Ord Dec 13
FULLER, M N, Walbrook, Solicitor High Court Pet Oct 31 Ord Dec 15
GAYFER, CHARLES ALBERT, Carlton Colville, Suffolk, Farmer Gt Yarmouth Pet Dec 15 Ord Dec 15
GOODALL, ABRAHAM HARRISON, Nottingham, Architect Nottingham Pet Dec 15 Ord Dec 15
HARRIS, ALFRED ABEL, Bedminster, Furniture Dealer Bristol Pet Dec 15 Ord Dec 15
HARRISON & Co, S, Mincing ln, Brokers High Court Pet Nov 30 Ord Dec 15
HOWARD, MARY ANN ELIZABETH, King's Lynn, Baker King's Lynn Pet Dec 14 Ord Dec 14
HUTCHINSON, GEORGE, Bolton, Boot Dealer Bolton Pet Dec 15 Ord Dec 15
LAMB, THOMAS BRANTOME, Fulwood, nr Preston, Builder Preston Pet Dec 1 Ord Dec 15
MACPHERSON, ALEXANDER, Mark ln, Commission Agent High Court Pet Dec 14 Ord Dec 14
MUSOLLI, ARTHUR, and NICEDEMO MUSOLLI, New London st, Wholesale Confectioners High Court Pet Sept 27 Ord Dec 16
NICHOLS, THOMAS BRANTHWAITE, Margate, Butcher Canterbury Pet Dec 1 Ord Dec 16
OWEN, HENRY JENKIN, Cardiff, Chemist Cardiff Pet Dec 11 Ord Dec 15
PAGE, CAROLINE MARY, Euston rd, Down Quilt Manufacturer High Court Pet Dec 15 Ord Dec 15
POWELL, TREVOR BARRETT, Gloucester, Coal Factor Gloucester Pet Dec 16 Ord Dec 16
PRITCHARD, ALBERT RICHARD, Bekesbourne Vicarage, Kent Canterbury Pet Dec 15 Ord Dec 15
RICHARDS, ELLEN, Rhyl, Flint, Tailor Bangor Pet Dec 14 Ord Dec 14
RICHARDSON, SAMUEL, Luton, Bedford, Fruiterer Luton Pet Dec 15 Ord Dec 15
ROBERTS, ELIZABETH, Rhosymedre, nr Ruabon, Denbigh, Cabinet Maker Wrexham Pet Dec 12 Ord Dec 12
SHAW, RICHARD, Darwen, Lancs, Plumber Blackburn Pet Dec 14 Ord Dec 14
SHEMMONDS, THOMAS, Northampton, Agent Northampton Pet Dec 16 Ord Dec 16
SHOOTER, GEORGE, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet Dec 15 Ord Dec 15
SKAN BROTHERS, Edgware rd, Grocers High Court Pet Nov 25 Ord Dec 14
STOCKDALE, GEORGE EDMUND, Marham, Norfolk, Farmer King's Lynn Pet Dec 15 Ord Dec 15
WATSON, JOHN WILLIE, Keighley, Wholesale Stationer Bradford Pet Dec 16 Ord Dec 16
WATT, JOHN FRANCIS, Paignton, Devon, Accountant Plymouth Pet Dec 14 Ord Dec 14
WOODWARD, HARRY, Chiswick Brentford Pet Nov 16 Ord Dec 14

FIRST MEETINGS.

ADDIS, ALBERT EDWARD, Hounslow Jan 1 at 1 Bankruptcy bldgs, Carey st
BAILEY, THOMAS, Gainsborough, Tailor Dec 29 at 12.30 Off Rec, 31, Silver st, Lincoln
BRAMHAM, THOMAS SHEPHERD, Leeds, Builder Dec 29 at 11 Off Rec, 22, Park row, Leeds
BUSH, EDWARD, Leicester, Boot Manufacturer's Manager Jan 2 at 12 Off Rec, 1, Berridge st, Leicester
BUSK, WILLIAM HENRY, Malvern, General Smith Dec 29 at 11 45, Copenhagen st, Worcester
CHALLICH, BERTRAND GEORGE, Exeter Jan 11 at 3 94, High st, Barnstaple
CHAMBERLAIN, ARTHUR, West Bromwich, Baker Dec 28 at 12 191, Corporation st, Birmingham
CHARNOCK, JOHN RICHARD, Meanwood, Leeds, Cycle Dealer Dec 29 at 12.30 Off Rec, 22, Park row, Leeds
CLARKSON, THOMAS, Blackburn, Botanic Brewer Dec 28 at 11.15 Off Rec, 14, Chapel st, Preston
COLLIP, ERNEST WILLIAM, Church End, Finchley, Fishmonger Jan 1 at 12 14 Bedford row
DAVIS, FRANCIS WILLIAM, Folkestone, General Carrier Jan 4 at 12 Off Rec, 68, Castle st, Canterbury
DAVIS, WILLIAM HENRY, Essex st, Strand, Chartered Accountant Jan 1 at 11 Bankruptcy bldgs, Carey st
DIXEY, AMY ELLEN, Trebovir rd, Earl's Court, Boarding house Keeper Jan 2 at 12 Bankruptcy bldgs, Carey st
EASTWOOD, RICHARD, Ilkley, York, Veterinary Surgeon Dec 29 at 11 30 Off Rec, 22, Park row, Leeds
EKINS, HARRY, Northampton, Confectioner's Assistant Dec 29 at 11.30 Off Rec, Bridge st, Northampton
ELSEY, ELISHA, Folkestone, Insurance Agent Jan 4 at 12.30 Off Rec, 68, Castle st, Canterbury
ELSEY, FRANCES MARY, Folkestone, Milliner Jan 4 at 12.30 Off Rec, 68, Castle st, Canterbury
FRISBY, WILLIAM EDGAR, Gt Grimsby, Auctioneer Dec 23 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
FULLER, M N, Walbrook, Solicitor Jan 2 at 11 Bankruptcy bldgs, Carey st
GARDNER, A J, Teddington, Builder Dec 29 at 12 Off Rec, 14, Bedford row
GEE, JOHN EDWARD, Leek, Staffs, Mineral Water Manufacturer Dec 28 at 11 Off Rec, 23, King Edward st, Macclesfield
HARRIS, ALFRED ABEL, Bedminster, Bristol, Furniture Dealer Dec 29 at 11.45 Off Rec, 26, Baldwin st, Bristol
HARRISON & Co, S, Mincing ln, Brokers Jan 3 at 11 Bankruptcy bldgs, Carey st
HATFIELD, HERBERT, Cottingham, York, Cab Proprietor Dec 29 at 11 Off Rec, Trinity House ln, Hull
HENSHALL, THOMAS, Stockport, Cheshire, Pig Dealer Dec 29 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
HUTCHINSON, GEORGE, Bolton, Boot Dealer Dec 29 at 3 Off Rec, Byrom st, Manchester
JAMES, CHARLES, Truro, Cab Proprietor Dec 30 at 12 Off Rec, Boscawen st, Truro
JAMES, JOHN GILES, Wymeswold, Leicester, Cattle Dealer Jan 5 at 12 Off Rec, 1, Berridge st, Leicester
JONES, WILLIAM, Swansea, Gent's Mercer Dec 28 at 12.30 Off Rec, 31, Alexandra rd, Swansea
JOWITT, BENJAMIN, Batley, Grocer Dec 29 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
KITCHEN, OSCAR HENRY, Sheffield Dec 29 at 11.30 Off Rec, Figtree ln, Sheffield
LACEY, JEANNIE, Chesham, Bucks, Fancy Dealer Dec 29 at 12 Off Rec, 1, St Aldates, Oxford
LAMBERT, WILLIAM, Horsmonden, Kent, Engine Proprietor Dec 29 at 2.30 Clarendon Restaurant, Broadway, Tunbridge Wells
LEE, ISAAC, Little Ouseburn, York, Blacksmith Dec 23 at 3 Off Rec, The Red House, Duncombe pl, York
LENZ, MOSES, Exmouth st, Clerkenwell, Draper Jan 1 at 12 Bankruptcy bldgs, Carey st
MACPHERSON, ALEXANDER, Mark ln, Commission Agent Jan 2 at 2.30 Bankruptcy bldgs, Carey st
MANSELL, GEORGE, Swallownest, nr Sheffield, Yorks, Miner Dec 29 at 11 Off Rec, Figtree ln, Sheffield
MORTIMER, SARAH JANE HULL, Bridlington, Boarding house Keeper Dec 29 at 4 74, Newborough, Scarborough
NEWTON, THOMAS, Scarning, Norfolk, Farmer Dec 30 at 12.30 Off Rec, 8, King st, Norwich
PAGE, CAROLINE MARY, Euston rd, Down Quilt Manufacturer Jan 3 at 11 Bankruptcy bldgs, Carey st
PREBBLE, WILLIAM, Folkestone, Confectioner Jan 4 at 9.30 Off Rec, 68, Castle st, Canterbury
PRICE, DAVID JOHN, Rhyl, Flint, Baker Dec 29 at 3 Crypt chmbrs, Eastgate row, Chester
PRICE, JOSEPH, Penley, Flint, Miller Dec 29 at 2.30 Crypt chmbrs, Eastgate row, Chester
PRITCHARD, ALBERT RICHARD, Bekesbourne Vicarage, Kent Dec 30 at 11 Off Rec, 68, Castle st, Canterbury
RASTOWSKY, JACOB DAVID, Central st, St Luke s, Bootmaker Jan 2 at 11 Bankruptcy bldgs, Carey st
REEVES, JOHN EDWARD, Leeds, Plumber Dec 29 at 12 Off Rec, 22, Park row, Leeds
SEALY-VIDAL, EDWARD WINDHAM EYRE GRANVILLE, Chartham, Kent, Farmer Dec 30 at 12 Off Rec, 68, Castle st, Canterbury
SKAN BROTHERS, Edgware rd, Grocers Jan 3 at 12 Bankruptcy bldgs, Carey st
SLATER, FRANCIS JAMES, Chiswick Jan 3 at 1 Bankruptcy bldgs, Carey st
SMITH, JONATHAN, Harmondsworth, Middlesex, Market Gardener Jan 1 at 3 14, Bedford row
SNOWDEN, JULIA ANN, Leicester, Confectioner Jan 2 at 11.30 Off Rec, 1, Berridge st, Leicester
SOBEY, THOMAS, Plymouth, General Dealer Dec 28 at 11 Off Rec, 6, Athenæum ter, Plymouth
STOCKDALE, GEORGE EDMUND, Marham, Norfolk, Farmer Dec 30 at 1 Off Rec, 8, King st, Norwich
STYCH, JOHN, Shirley, Derby, Farmer Dec 28 at 11 Off Rec, 47, Full st, Derby
TAY, GEORGE FREDERICK, Birmingham, Coal Merchant Dec 29 at 11 191, Corporation st, Birmingham
TIERNEY, PATRICK, Leicester Jan 3 at 12 30 Off Rec, 1, Berridge st, Leicester
TOWNSEND, RICHARD, Sheffield, Engineer Dec 29 at 12 Off Rec, Figtree ln, Sheffield
TYLER, HERBERT, Leicester, Boot Manufacturer Jan 4 at 12 Off Rec, 1, Berridge st, Leicester
WASPE, WILLIAM JOHN, Norwich, Tinplate Worker Dec 9 12.30 Off Rec, 8, King st, Norwich
WATSON, EDWARD RICHMOND, Gt Yarmouth, Hatter Dec 29 at 12 Off Rec, 8, King st, Norwich
WILKINSON, HENRY LAKOREUX, Plymouth Dec 29 at 11 Off Rec, 6, Athenæum ter, Plymouth
WITCOMBE, HENRY, Pilton, Somerset, Beerhouse Keeper Dec 29 at 11.30 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

ASTON, HENRY, Sparkhill, Birmingham, Licensed Victualler Birmingham Pet Nov 24 Ord Dec 15
BELL, JOHN TOM, Bishop Auckland, Ironmonger Durham Pet Dec 16 Ord Dec 16
BENTON, HARRY, Brentwood, Essex, Dealer in Horses Peterborough Pet Dec 14 Ord Dec 14
CHARNOCK, JOHN RICHARD, Meanwood, Leeds, Cycle Dealer Leeds Pet Dec 14 Ord Dec 14
COLLIER, DR J N High Court Pet Aug 10 Ord Dec 11
COLLINS, JAMES WILLIAM, Portsmouth, Builder Portsmouth Pet Oct 14 Ord Dec 13
DIXEY, AMY ELLEN, Trebovir rd, Earl's Court, Boarding House Keeper High Court Pet Dec 15 Ord Dec 15
FARMER, JOHN, Wandsworth Bridge rd, Baker High Court Pet Oct 21 Ord Dec 14
FOX, JOHN HENRY, Freiston, Lincs, Labourer Boston Pet Dec 13 Ord Dec 13
GAYFER, CHARLES ALBERT, Carlton Colville, Suffolk, Farmer Gt Yarmouth Pet Dec 15 Ord Dec 15
GODDARD, WILLIAM CHARLES, jun, Elfindale rd, Herne Hill, Builder High Court Pet Nov 16 Ord Dec 13
GOODALL, ABRAHAM HARRISON, Nottingham, Architect Nottingham Pet Dec 15 Ord Dec 15
HAMILL, FRED, Cowcliffe, Huddersfield, Wheelwright Huddersfield Pet Nov 23 Ord Dec 14
HARD, GEORGE, Hove, Sussex, Tobacconist Brighton Pet Dec 11 Ord Dec 15
HARRIS, ERNEST, St Phillip's rd, Dalston, Cigar Importer High Court Pet Nov 11 Ord Dec 15
HARVEY, WILLIAM HENRY, Bristol, Engineer Bristol Pet Dec 7 Ord Dec 15
HOWARD, MARY ANN ELIZABETH, King's Lynn, Norfolk, Baker King's Lynn Pet Dec 14 Ord Dec 14
HOWARTH, FRANK HARRISON, Bucklersbury, Auctioneer High Court Pet Aug 30 Ord Dec 15
JACKSON, ARTHUR, Walthamstow, Builder High Court Pet Nov 4 Ord Dec 12
LEATHER, WILLIAM GEORGE, Sheffield, Electrical Engineer Sheffield Pet Oct 19 Ord Dec 16
LEE, ISAAC, Little Ouseburn, York, Blacksmith York Pet Dec 13 Ord Dec 13
LESZ, MOSES, Exmouth st, Clerkenwell, Draper High Court Pet Dec 11 Pet Dec 15
MIDGLEY, AARON, Ferrensby, York, Farm Labourer York Pet Dec 13 Pet Dec 13
PAGE, CAROLINE MARY, Euston rd, Down Quilt Manufacturer High Court Pet Dec 15 Ord Dec 15
POWELL, TREVOR BARRETT, Gloucester, Coal Factor Gloucester Pet Dec 16 Ord Dec 16
PRITCHARD, ALBERT RICHARD, Bekesbourne Vicarage, Kent Canterbury Pet Dec 15 Ord Dec 15
RICHARDS, ELLEN, Rhyl, Flint, Tailor Bangor Pet Dec 14 Ord Dec 14
RIGBY, PETER, Warrington, Builder Warrington Pet Nov 20 Ord Dec 15
SHAW, RICHARD, Darwen, Plumber Blackburn Pet Dec 14 Ord Dec 14
SHEMMONDS, THOMAS, Northampton, Agent Northampton Pet Dec 16 Ord Dec 16
SHOOTER, GEORGE, Kingston upon Hull Fish Merchant Kingston upon Hull Pet Dec 15 Ord Dec 15
STOCKDALE, GEORGE EDMUND, Marham, Norfolk, Farmer King's Lynn Pet Dec 15 Ord Dec 15
TAY, GEORGE FREDERICK, Birmingham, Coal Merchant Birmingham Pet Nov 9 Ord Dec 15
WARD, FRANCIS GEORGE, Wood st, Underclothing Manufacturer High Court Pet Dec 8 Ord Dec 13
WATSON, JOHN WILLIE, Keighley, York, Printer Bradford Pet Dec 16 Ord Dec 16
WATT, JOHN FRANCIS, Paignton, Devon, Accountant Plymouth Pet Dec 14 Ord Dec 14
WYLES, MAX, Abbeville rd, Clapham, Manufacturer's Agent High Court Pet Nov 14 Ord Dec 16